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Claim No. CR-2015-9397

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT
MR JUSTICE ARNOLD
WEDNESDAY 24 FEBRUARY 2016



IN THE MATTER OF HABIB BANK AG ZURICH

- and -

IN THE MATTER OF HABIB AG ZURICH UK PLC

- and -



IN THE MATTER OF PART VII OF THE FINANCIAL SERVICES AND
MARKETS ACT 2000

ORDER

UPON THE APPLICATION by Part 8 claim form dated 8 December 2015 ("Claim Form") of the above-named Habib Bank AG Zurich of Weinbergstrasse 59, 8006 Zurich, Switzerland and which is incorporated in Switzerland with company number CHE-105.951.914, and Habib AG Zurich UK plc of Habib House, 42 Moorgate, London, United Kingdom EC2R 6JJ and whose registered number is 8864609 ("HBUK"), (together, the "Claimants"), which seeks an order sanctioning a banking business transfer scheme ("Scheme") pursuant to Part VII of the Financial Services and Markets Act 2000 ("FSMA")

AND UPON READING the Claim Form and the evidence

AND UPON HEARING Stephen Horan of Counsel for the Claimants

AND UPON the Court considering that, in all the circumstances, it is appropriate to sanction the Scheme

THE COURT HEREBY SANCTIONS pursuant to s.111 of FSMA the Scheme as set out in the Schedule hereto

AND IT IS ORDERED pursuant to section 112 of FSMA that each and every provision of the Scheme shall take effect

AND IT IS ORDERED that in particular (using the definitions contained in the Scheme):

1. On and with effect from the Effective Date the Transferring Business shall be transferred to and vested in the Transferee in accordance with the Scheme.
2. On and with effect from the Effective Date the Transferring Assets and all title and interest of the Transferor in them shall, by this Order and without any further act or instrument, be transferred by the Transferor to and be vested in the Transferee subject to all Encumbrances (if any) affecting such Transferring Assets in accordance with the terms of the Scheme.
3. On and with effect from each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies and all title and interest of the Transferor in such Residual Asset shall by this Order and without any further act or instrument, be transferred by the Transferor to and be vested in the Transferee subject to all Encumbrances (if any) affecting such Residual Asset in accordance with the terms of the Scheme.
4. The Transferee shall accept, without investigation or requisition, such title as the Transferor shall have at the Effective Date to the Transferring Assets and at each Subsequent Transfer Date to the Residual Assets then transferred to it.
5. On and with effect from the Effective Date, the Transferring Liabilities shall, by this Order and without any further act or instrument, be transferred by the Transferor to the Transferee and become liabilities of the Transferee and shall cease to be liabilities of the Transferor, in accordance with the terms of the Scheme.
6. On and with effect from each Subsequent Transfer Date, each Residual Liability to which such Subsequent Transfer Date applies shall, by this Order and without any further act or instrument, be transferred by the Transferor to and become a liability of the Transferee and shall cease to be liabilities of the Transferor, in accordance with the terms of the Scheme.

7. On and with effect from the Relevant Date, the Transferee shall become entitled to all the assets and property of the Transferor whatsoever subsisting on the Relevant Date under or by virtue of the Customer Agreements.
8. The liability of the Transferor to any person who is a Customer shall, on and with effect from the Relevant Date, be transferred by the Transferor to the Transferee by this Order and without any further act or instrument and become the liability of the Transferee and the Transferor shall be released from any such liability to such Customer.
9. Every Customer shall, on and with effect from the Relevant Date, in succession to and to the exclusion of any rights which he may have had against the Transferor under such Customer Agreement, be entitled to the same rights against the Transferee as were available to him against the Transferor under such Customer Agreement.
10. Every Customer shall, on and with effect from the Relevant Date, in substitution for any liability he has to the Transferor under a Customer Agreement, be under the same liability to the Transferee.
11. Without prejudice to the generality of the foregoing provisions, the following provisions shall have effect in relation to the Transferring Business, or any part thereof:
 - 11.1 every contract comprised in the Transferring Business (whether in writing or not and including, for the avoidance of doubt, the Customer Agreements) shall have effect on and from the Relevant Date as if:
 - 11.1.1 the contract had been made with the Transferee instead of the Transferor;
 - 11.1.2 for any reference (however worded and whether express or implied) to the Transferor there were substituted, in respect of anything falling to be done on or after the Relevant Date, a reference to the Transferee;
 - 11.1.3 any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of the Transferor were, in respect of anything falling to be done on or after the Relevant Date, a reference to the directors of the

Transferee or, as the case may require, to such director, officer or employee of the Transferee as the Transferee may appoint for that purpose or, in default of appointment, to the director, officer or employee of the Transferee who corresponds as nearly as may be to the first mentioned director, officer or employee; and

- 11.1.4 any reference (however worded and whether express or implied) to the Transferor Group (or to any members, whether individually or collectively, of the Transferor Group) that were substituted in respect of anything after the Relevant Date, were a reference to the Transferee or any member or members thereof (as applicable).
- 11.2 any reference to a rate, charge, tariff or scale of fees or to terms or conditions published in any current document or instrument, determined, ascertained, varied or amended from time to time by the Transferor shall afford to the Transferee the same right under such contract, other document or instrument as the Transferor had to publish, determine, ascertain, vary or amend such rates, charges, tariffs, scales of fees, terms or conditions published, determined or ascertained;
- 11.3 any credit or other facility, loan, mortgage, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance available to any person from the Transferor in respect of a Customer Agreement immediately prior to the Relevant Date shall become a credit or other facility, loan, mortgage, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance available to such person from the Transferee, and, subject to the terms of the Scheme, the Transferee shall have all rights, powers, remedies and Encumbrances in its favour and shall be subject to the same obligations and Encumbrances against it and without affecting the enforceability, priority or ranking of any such Encumbrance, in respect of such credit or other facility, loan, mortgage, derivative, guarantee, indemnity letter of credit or other assurance as the Transferor immediately prior to the Relevant Date;
- 11.4 any deposit, senior, subordinated or other loan or loan facility, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance available to the Transferor from any person in respect of a Customer

Agreement immediately prior to the Relevant Date shall become a deposit, senior, subordinated or other loan or loan facility, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance available to the Transferee from such person, and, subject to the terms of the Scheme, the Transferee shall have the same rights, powers, remedies and Encumbrances in its favour and shall be subject to the same obligations and Encumbrances against it and without affecting the enforceability, priority or ranking of any such Encumbrance, in respect of such deposit, senior, subordinated or other loan or loan facility, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance as the Transferor immediately prior to the Relevant Date;

- 11.5 any shares, loan notes, debt instruments or other securities held by the Transferor, in respect of a Customer Agreement, immediately prior to the Relevant Date shall become shares, loan notes, debt instruments or other securities held by the Transferee, and, subject to the terms of the Scheme, the Transferee shall have the same rights, powers, remedies and Encumbrances in its favour and shall be subject to the same obligations and Encumbrances against it, in respect of such shares, loan notes, debt instruments or other securities held by the Transferor immediately prior to the Relevant Date;
- 11.6 any account between the Transferor and a Customer or any other person in respect of the Transferring Business shall, at and with effect from the Relevant Date, become an account between the Transferee and that Customer or person and subject to the same terms and conditions, and such account shall be deemed for all purposes to be a single continuing account;
- 11.7 any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to or by the Transferor in respect of the Transferring Business (whether in writing or not and whether or not in relation to an account) shall have effect, on and from the Relevant Date, as if given to or, as the case may be, by the Transferee;
- 11.8 in respect of the Transferring Business any negotiable instrument or order for payment of money drawn on or by, or given to, or accepted or endorsed by, the Transferor, or payable at any place of business of the

Transferor, whether so drawn, given, accepted, endorsed or payable before, on or after the Relevant Date, shall have the same effect on and from the Relevant Date, as if it had been drawn on or by, or given to, or accepted or endorsed by the Transferee or, as the case may be, as if the place of business at which it is payable were a place of business of the Transferee;

11.9 as regards Customer Agreements under which interest, principal or other sums attributable or referable thereto are payable:

11.9.1 to the extent that interest, principal or other sums were payable by the Transferor immediately prior to the Relevant Date, such interest, principal or other sums shall be payable by the Transferee;

11.9.2 to the extent that interest, principal or other sums were payable to the Transferor immediately prior to the Relevant Date, such interest, principal or other sums shall be payable to the Transferee; and

11.9.3 the Transferor shall account to the Transferee for any interest or principal or other sums to the extent that the same are received by the Transferor;

11.10 any Encumbrance attributable to the Transferring Business held immediately before the Relevant Date by the Transferor, or by a nominee or agent of or trustee for the Transferor, as security for the payment or discharge of any liability shall, on and from that day, be held by the Transferee, or, as the case may require, by that nominee, agent or trustee for the Transferee, and be available to the Transferee (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability;

11.11 where by virtue of the Scheme any assets and property, or liability, of the Transferor become assets and property, or a liability, of the Transferee, the Transferee shall, at and from the Relevant Date, have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting Proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing

such assets and property, or liability, as if it had at all times been assets and property, or a liability, of the Transferee;

11.12 any offer or invitation to treat made to or by the Transferor prior to the Relevant Date in respect of New Business shall be construed and have effect as an offer or invitation to treat made to or by the Transferee; and

11.13 any judgement or award obtained by or against the Transferor in respect of the Transferring Business and not fully satisfied before the Relevant Date shall at that time, to the extent to which it was enforceable by or against the Transferor immediately prior thereto, become enforceable by or against the Transferee (to the exclusion of the Transferor).

12. The transfer and vesting of any Transferring Asset or Transferring Liability shall not:

12.1 invalidate, discharge or result in the termination of any agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation, title or other thing;

12.2 require any registration, re-registration or filing or any amendment to any existing registration or filing in respect of any agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title;

12.3 constitute a breach of or default, event of default, potential event of default, termination event, mandatory prepayment event, enforcement event, perfection event or other similar event or condition (however described) under, or allow any person to terminate, any agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title;

12.4 require any person to perform any new or additional obligation or to take any new or additional step or action, including the giving of any notice, the obtaining of any consent, approval or determination, the accession to any agreement, the payment of any fee, cost, expense, interest or other amount, the granting of any new or additional Encumbrance or the transfer of any asset or property;

- 12.5 entitle or require any person to exercise any right or remedy, to reduce, suspend, delay, alter or discharge its rights or obligations, to accelerate, terminate, suspend, delay, alter or discharge the performance of any rights or obligations or otherwise to vary, amend, disclaim, repudiate or terminate any agreement, instrument or Encumbrance;
 - 12.6 save as otherwise provided herein, confer any greater or lesser rights, interests or benefits, or impose any greater or lesser obligations, on any party to any contract to which the Transferor is a party when that greater or lesser obligation would not otherwise have been imposed;
 - 12.7 affect the enforceability, priority or ranking of any Encumbrance; or
 - 12.8 enable any person to bring a claim, whether in contract, tort, equity or otherwise in relation to such Transferring Asset or Transferring Liability.
13. The Transferor shall promptly give to the Transferee any payments, notices, correspondence, information or enquiries in relation to the Transferring Business which belong to the Transferee.
 14. On and with effect from the Effective Date any Proceedings relating to any part of the Transferring Business (including the Transferring Assets and the Transferring Liabilities) which have been issued, served, are pending, current, threatened or otherwise, by or on behalf of or against the Transferor shall be continued or made by or against the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off which would have been available to the Transferor in relation to the relevant part(s) of such Proceedings.
 15. On and with effect from the Subsequent Transfer Date applicable thereto any Proceedings relating to the Transferring Business which have been issued, served, are pending, current, threatened or otherwise, by or against the Transferor to the extent that they relate to Residual Assets or Residual Liabilities shall be continued or made by or against the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off which would have been available to the Transferor in relation to the relevant part(s) of such Proceedings.

16. Subject to paragraphs 17 and 19, on and from the Effective Date, the Transferee shall discharge on the Transferor's behalf or indemnify the Transferor against charges, Costs, liabilities and claims arising in respect of all Transferring Liabilities and Residual Liabilities which are payable by the Transferor.
17. Unless otherwise agreed by the Transferor and Transferee, the Transferee shall not indemnify the Transferor against and shall not be obliged to discharge the Transferor from:
 - 17.1 any liability of the Transferor to the extent that it is entitled to recover the same from any person (including by way of insurance), unless, and then only to the extent that, the Transferor shall have failed to recover any such amount pursuant to rights it may have against any person (including, without limitation, under any applicable contract of insurance), having used reasonable endeavours to do so; or
 - 17.2 any liability that falls under limb (a) of the definition of Residual Liability up to the relevant Subsequent Transfer Date.
18. Subject to paragraph 19, the Transferee shall from each Subsequent Transfer Date:
 - 18.1 assume and discharge when due any and all those Residual Liabilities falling under limb (a) of the definition of Residual Liabilities; and
 - 18.2 indemnify the Transferor and each of its Affiliates against those Residual Liabilities falling under limb (a) of the definition of Residual Liabilities and any and all Costs suffered or incurred by any of them as a result of any failure to discharge such Residual Liabilities.
19. At no time shall the Transferee be required to indemnify the Transferor if such indemnity shall cause or is likely to cause the capital requirement of the Transferee to fall below its regulatory minimum capital resources requirement.
20. If:
 - 20.1 any asset of the Transferor attributable to the Transferring Business is not transferred to and vested in the Transferee by the Scheme on the Effective Date by reason of such asset being a Residual Asset or for any other reason; or

20.2 any Residual Asset is not transferred to and vested in the Transferee by the Scheme on the Subsequent Transfer Date applicable thereto,

then the Transferor shall, on and from the Relevant Date (but save to the extent that giving effect to such a trust would in itself constitute the transfer of a Residual Asset) hold any asset referred to in sections 20.1 and 20.2, together with any proceeds of sale or income or other right accrued or return arising in respect thereof, as trustee for the Transferee.

21. On and from the Effective Date, the Transferor shall be subject, in respect of any assets and property referred to in section 20 to the directions of the Transferee until:

21.1 the relevant assets and property are transferred to or otherwise vested in the Transferee; or

21.2 the relevant assets and property are disposed of (whereupon the Transferor shall account to the Transferee for the proceeds of sale thereof).

The Transferee shall have authority to act as the attorney of the Transferor in respect of such assets and property for all such purposes.

22. On and from the Effective Date, the Transferor shall hold all assets and property which is or comes into its possession which relates to or is derived from the Transferring Business, any Transferring Asset or any Residual Asset on trust for the Transferee and as directed by the Transferee and these assets and property shall be treated as Transferring Assets.

23. All books and other documents which would, before the Relevant Date, have been evidence in respect of any matter for or against the Transferor at the Relevant Date, shall be admissible in evidence in respect of the same matter for or against the Transferee after the Relevant Date. In this section, "**documents**" has the same meaning as in section 13 of the Civil Evidence Act 1995.

24. On and from the Relevant Date, the Bankers' Books Evidence Act 1879 shall apply to any books of the Transferor transferred to, and vested in, the Transferee by virtue of the Scheme, and to entries made in those books before the Relevant Date, as if such books were the books of the Transferee.

25. For the purposes of section 4 of the Bankers' Books Evidence Act 1879, books so transferred to, and vested in, the Transferee shall be deemed to have been the ordinary books of the Transferee at the time of the making of any entry therein which purports to have been made before the Relevant Date, and any such entry shall be deemed to have been made in the usual and ordinary course of business.
26. In paragraphs 23 to 26, "**books**" shall be construed in accordance with section 9(2) of the Bankers' Books Evidence Act 1879.
27. In this section, terms shall be construed in accordance with the definitions in the Data Protection Act 1998 (the "**DPA**"). With effect from the Effective Date:
 - 27.1 in respect of all Personal Data comprised in the Transferring Business in respect of which the Transferor was the Data Controller immediately before the Effective Date (the transferring Personal Data), the Transferee shall become the Data Controller;
 - 27.2 any information made available to, or consent obtained or request or other notice received from, any data subject by or on behalf of the Transferor in respect of the transferring Personal Data will be deemed to have been made available, obtained or received by the Transferee; and
 - 27.3 any reference to the Transferor in any such information, consent, request or other notice will be deemed to include a reference to the Transferee and any reference to the Transferor Group will be deemed to include a reference to the Transferee Group.
28. Where an individual has made a subject access request in relation to the Transferring Business to the Transferor before the Relevant Date and the Transferor has not responded with a copy of the Personal Data controlled by it in accordance with the DPA before the Relevant Date, the Transferee shall respond to the request, in accordance with the DPA, by providing copies of the Personal Data held by the Transferor immediately prior to the Relevant Date.
29. The Transferee must:
 - 29.1 comply with all relevant provisions of applicable laws, regulations, regulatory requirements and the Data Protection Legislation in relation to the Processing of Personal Data;

- 29.2 not do, or cause or permit to be done, anything in relation to the information provided to you which may result in a breach by us of any applicable laws, regulations, regulatory requirements or the Data Protection Legislation; and
- 29.3 limit Processing of Personal Data transferred to the Transferee in accordance with clause 29.1 to the purposes for which the Personal Data was originally collected by the Transferor.
30. The Transferee must within thirty days of the Effective Date, provide a notice to all Customers whose Personal Data has been transferred to it, stating that it is the new Data Controller to their Personal Data, and providing the information set out in paragraph 2(3) of Part II, Schedule 1 of the DPA.
31. With effect from the Effective Date, the Transferee shall maintain a valid and accurate registration as a Data Controller with the Information Commissioner's Office.
32. The Scheme will become effective at 00:01 on 1 April 2016 in accordance with this Order, or any such later date, if any, as the Transferor and Transferee may agree and as the Court may allow.

The production of a copy of this Order and a copy of a certificate by a director of the Transferee that the Scheme has taken effect shall, for all purposes, be evidence of the transfer to, and vesting in, the Transferee of the Transferred Business, the Transferred Policies, the Transferred Assets and the Transferred Liabilities in accordance with this Order and the Scheme.

AND IT IS ORDERED that:

33. In accordance with section 112(10) of FSMA, HBUK shall within 10 days from the date of this Order, or such longer period as the PRA shall allow, deposit two office copies of this Order with the PRA.
34. There shall be permission for the Claimants to apply for such orders or directions as may be expedient or necessary for the purposes set out in section 112 of FSMA or pursuant to the Scheme generally.

SCHEDULE - THE SCHEME

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

BETWEEN:

HABIB AG ZURICH UK PLC

- and -

HABIB BANK AG ZURICH

SCHEME

**pursuant to Part VII of the Financial Services
and Markets Act 2000 under which the
business of the UK branch of Habib Bank AG
Zurich is to be transferred to Habib AG
Zurich UK PLC**

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PART A: INTRODUCTION

1. OVERVIEW

- 1.1 Habib AG Zurich UK plc (the "**Transferee**") is a public limited company incorporated in England and Wales on 28 January 2014 with company number 8864609 whose registered office is at Habib House, 42 Moorgate, London, United Kingdom, EC2R 6JJ.
- 1.2 Habib Bank AG Zurich (the "**Transferor**") is a public limited company (AG or Aktiengesellschaft) incorporated in Switzerland with company number CHE- 105.951.914 whose registered office is at Weinbergstrasse 59, 8006 Zurich. The Transferor's UK branch is registered in England and Wales with branch number BR011218 (the "**UK Branch**").
- 1.3 As at the date of the Scheme, all of the ordinary shares issued by the Transferee are legally and beneficially owned by the Transferor. The entire issued ordinary share capital of the Transferor is legally and beneficially owned by Gefan Finanz AG.
- 1.4 The business carried on by the UK Branch includes the acceptance of deposits, as defined in FSMA and the Regulated Activities Order.
- 1.5 Each of the Transferee and the Transferor have Part 4A permission, as defined in section 55(5) of FSMA, to accept deposits and to effect and carry out banking business specified in Chapter II of Part II of the Regulated Activities Order.
- 1.6 It is proposed that, subject to and in accordance with Part VII of and Schedule 12 to FSMA and the Regulations, the Transferring Business shall by the Order be transferred from the Transferor to the Transferee with effect from the Effective Date and thereafter shall be dealt with in accordance with this Scheme.
- 1.7 This Scheme is structured as follows:
 - 1.7.1 Part B of this Scheme contains general interpretation provisions relating to this Scheme;
 - 1.7.2 Part C of this Scheme relates to the transfer of the Transferring Business from the Transferor to the Transferee; and
 - 1.7.3 Part D of this Scheme contains general provisions relating to this Scheme.

PART B: INTERPRETATION

2. INTERPRETATION

2.1 Definitions

In this Scheme (including the schedules), unless the context otherwise requires, the words and expressions shall have the meanings ascribed to them in Schedule 1.

2.2 In this Scheme, unless the context requires otherwise:

2.2.1 the terms **"company"**, **"subsidiary"**, **"holding company"**, **"undertaking"**, **"subsidiary undertaking"** and **"parent undertaking"** have the meanings set out in the Companies Act 2006, but, for the purposes of section 1159(1) of the Companies Act 2006, a company shall be treated as a member of another company if any shares in that other company are registered in the name of either: (a) a person by way of security (where the company has provided the security), or (b) a person as nominee for the company;

2.2.2 **"indemnify"** or **"indemnifying"** any person **"against any loss"** in connection with or arising out of a given circumstance shall include indemnifying such person (on an After-Tax Basis) against reasonable actions, Costs, claims, demands, expenses and other liabilities which such person may incur or suffer from time to time in connection with or arising out of such circumstance, as the case may be; and

2.2.3 **"including"**, **"includes"** or **"in particular"** means including, includes or in particular without limitation.

2.3 In this Scheme (unless the context requires otherwise), any reference:

2.3.1 to any gender includes all genders, the singular includes the plural (and vice versa), and persons includes individuals, bodies corporate, unincorporated associations, partnerships and authorities (whether or not any of them have a separate legal personality);

2.3.2 to any professional firm or company includes any firm or company effectively succeeding to the whole, or substantially the whole, of its practice or business;

2.3.3 to any time of day or date is to that time or date in the United Kingdom;

2.3.4 to writing or written includes any method of representing or reproducing words in a legible form;

2.3.5 to a clause or schedule is to a clause of or schedule to this agreement;

2.3.6 to a part or paragraph is to a part or paragraph of a schedule to this agreement;

2.3.7 within a schedule to a part is to a part of that schedule; and

2.3.8 within a part of a schedule to a paragraph is to a paragraph of that part of that schedule.

- 2.4 With regard to any indemnity or covenant to pay ("**Payment Obligation**") being given on an "**After-Tax Basis**", to the extent that the amount payable pursuant to such Payment Obligation ("**Payment**") is subject to a deduction or withholding required by Law in respect of Tax or is chargeable to any Tax in the hands of the recipient, such amount shall be increased so as to ensure that, after taking into account:
- 2.4.1 the amount of Tax required to be deducted or withheld from, and the Tax chargeable on, such amount (including on the increased amount); and
 - 2.4.2 any Tax credit, repayment or other benefit which is available to the indemnified party or the recipient of the Payment solely as a result of the matter or thing giving rise to the Payment Obligation, receiving the Payment or the deduction or withholding in question,
- the recipient of the Payment is in the same position as it would have been in if the matter or thing giving rise to the Payment Obligation had not occurred.
- 2.5 The contents list, headings and any descriptive notes are for ease of reference only and shall not affect the construction or interpretation of this agreement.
- 2.6 This Scheme incorporates the schedules to it.

PART C: THE TRANSFER

3. TRANSFER

3.1 Transfer of business

On and with effect from the Effective Date, the Transferring Business shall be transferred to and vested in the Transferee in accordance with this Scheme.

4. TRANSFER OF ASSETS

4.1 Transferring Assets & Residual Assets

4.1.1 On and with effect from the Effective Date, the Transferring Assets and all title and interest of the Transferor in them shall, by the Order and without any further act or instrument, be transferred by the Transferor to and be vested in the Transferee subject to all Encumbrances (if any) affecting such Transferring Assets in accordance with the terms of this Scheme.

4.1.2 On and with effect from each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies and all title and interest of the Transferor in such Residual Asset shall by the Order and without any further act or instrument, be transferred by the Transferor to and be vested in the Transferee, subject to all Encumbrances (if any) affecting such Residual Asset in accordance with the terms of this Scheme.

4.1.3 The Transferee shall accept, without investigation or requisition, such title as the Transferor shall have at the Effective Date to the Transferring Assets and at each Subsequent Transfer Date to the Residual Assets then transferred to it.

5. TRANSFER OF LIABILITIES

5.1 Transferring Liabilities & Residual Liabilities

5.1.1 On and with effect from the Effective Date, the Transferring Liabilities shall, by the Order and without any further act or instrument, be transferred by the Transferor to the Transferee and become liabilities of the Transferee and shall cease to be liabilities of the Transferor, in accordance with the terms of this Scheme.

5.1.2 On and with effect from each Subsequent Transfer Date, each Residual Liability to which such Subsequent Transfer Date applies shall, by the Order and without any further act or instrument, be transferred by the Transferor to and become a liability of the Transferee and shall cease to be a liability of the Transferor, in accordance with the terms of this Scheme.

6. GENERAL TRANSFER PROVISIONS

6.1 Further Assurance

Each of the Transferor and the Transferee shall execute and deliver such further documents (including assignments or novations, as appropriate) and perform such further acts as may be required by law or as may be necessary or reasonably required by the other party to effect or perfect the transfer to and vesting in the Transferee of the Transferring Assets, Transferring

Liabilities, Residual Assets and Residual Liabilities in accordance with the terms of this Scheme.

6.2 Capacity

The transfers effected pursuant to sections 4.1 and 5.1 above shall take effect notwithstanding any provision to the contrary in any contract or arrangement with any person, and whether or not the Transferee and the Transferor have capacity to effect the same.

7. CONSEQUENCES OF THE TRANSFER

7.1 Rights and obligations in relation to the Customer Agreements

7.1.1 On and with effect from the Relevant Date, the Transferee shall become entitled to all the assets and property of the Transferor whatsoever subsisting on the Relevant Date under or by virtue of the Customer Agreements.

7.1.2 The liability of the Transferor to any person who is a Customer shall, on and with effect from the Relevant Date, be transferred by the Transferor to the Transferee by the Order and without any further act or instrument and become the liability of the Transferee, and the Transferor shall be released from any such liability to such Customer.

7.1.3 Every Customer shall, on and with effect from the Relevant Date, in succession to and to the exclusion of any rights which he may have had against the Transferor under such Customer Agreement, be entitled to the same rights against the Transferee as were available to him against the Transferor under such Customer Agreement.

7.1.4 Every Customer shall, on and with effect from the Relevant Date, in substitution for any liability he has to the Transferor under a Customer Agreement, be under the same liability to the Transferee.

7.2 General provisions in relation to the Transferring Business

Without prejudice to the generality of the foregoing provisions, the following provisions shall have effect in relation to the Transferring Business, or any part thereof:

7.2.1 every contract comprised in the Transferring Business (whether in writing or not and including, for the avoidance of doubt, the Customer Agreements) shall have effect on and from the Relevant Date as if:

7.2.1.1 the contract had been made with the Transferee instead of the Transferor;

7.2.1.2 for any reference (however worded and whether express or implied) to the Transferor there were substituted, in respect of anything falling to be done on or after the Relevant Date, a reference to the Transferee;

7.2.1.3 any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of the Transferor were, in respect of anything falling to be done on or after the Relevant Date, a reference to the directors of the Transferee or, as the

case may require, to such director, officer or employee of the Transferee as the Transferee may appoint for that purpose or, in default of appointment, to the director, officer or employee of the Transferee who corresponds as nearly as may be to the first mentioned director, officer or employee; and

- 7.2.1.4 any reference (however worded and whether express or implied) to the Transferor Group (or to any members, whether individually or collectively, of the Transferor Group) that were substituted in respect of anything after the Relevant Date, were a reference to the Transferee or any member or members thereof (as applicable).
- 7.2.2 any reference to a rate, charge, tariff or scale of fees or to terms or conditions published in any current document or instrument, determined, ascertained, varied or amended from time to time by the Transferor shall afford to the Transferee the same right under such contract, other document or instrument as the Transferor had to publish, determine, ascertain, vary or amend such rates, charges, tariffs, scales of fees, terms or conditions published, determined or ascertained;
- 7.2.3 any credit or other facility, loan, mortgage, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance available to any person from the Transferor in respect of a Customer Agreement immediately prior to the Relevant Date shall become a credit or other facility, loan, mortgage, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance available to such person from the Transferee, and, subject to the terms of this Scheme, the Transferee shall have all rights, powers, remedies and Encumbrances in its favour and shall be subject to the same obligations and Encumbrances against it and without affecting the enforceability, priority or ranking of any such Encumbrance, in respect of such credit or other facility, loan, mortgage, derivative, guarantee, indemnity letter of credit or other assurance as the Transferor immediately prior to the Relevant Date;
- 7.2.4 any deposit, senior, subordinated or other loan or loan facility, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance available to the Transferor from any person in respect of a Customer Agreement immediately prior to the Relevant Date shall become a deposit, senior, subordinated or other loan or loan facility, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance available to the Transferee from such person, and, subject to the terms of this Scheme, the Transferee shall have the same rights, powers, remedies and Encumbrances in its favour and shall be subject to the same obligations and Encumbrances against it and without affecting the enforceability, priority or ranking of any such Encumbrance, in respect of such deposit, senior, subordinated or other loan or loan facility, bond, note, derivative, guarantee, indemnity, letter of credit or other assurance as the Transferor immediately prior to the Relevant Date;
- 7.2.5 any shares, loan notes, debt instruments or other securities held by the Transferor, in respect of a Customer Agreement, immediately prior to the Relevant Date shall become shares, loan notes, debt instruments or other securities held by the Transferee, and, subject to the terms of this Scheme, the Transferee shall have the same rights, powers, remedies and Encumbrances in its favour and shall be subject to the same obligations and Encumbrances against it, in respect of such shares, loan notes, debt instruments or other securities held by the Transferor immediately prior to the Relevant Date;

- 7.2.6 any account between the Transferor and a Customer or any other person in respect of the Transferring Business shall, at and with effect from the Relevant Date, become an account between the Transferee and that Customer or person and subject to the same terms and conditions, and such account shall be deemed for all purposes to be a single continuing account;
- 7.2.7 any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent given to or by the Transferor in respect of the Transferring Business (whether in writing or not and whether or not in relation to an account) shall have effect, on and from the Relevant Date, as if given to or, as the case may be, by the Transferee;
- 7.2.8 in respect of the Transferring Business, any negotiable instrument or order for payment of money drawn on or by, or given to, or accepted or endorsed by, the Transferor, or payable at any place of business of the Transferor, whether so drawn, given, accepted, endorsed or payable before, on or after the Relevant Date, shall have the same effect on and from the Relevant Date, as if it had been drawn on or by, or given to, or accepted or endorsed by the Transferee or, as the case may be, as if the place of business at which it is payable were a place of business of the Transferee;
- 7.2.9 as regards Customer Agreements under which interest, principal or other sums attributable or referable thereto are payable:
- 7.2.9.1 to the extent that interest, principal or other sums were payable by the Transferor immediately prior to the Relevant Date, such interest, principal or other sums shall be payable by the Transferee;
- 7.2.9.2 to the extent that interest, principal or other sums were payable to the Transferor immediately prior to the Relevant Date, such interest, principal or other sums shall be payable to the Transferee; and
- 7.2.9.3 the Transferor shall account to the Transferee for any interest or principal or other sums to the extent that the same are received by the Transferor;
- 7.2.10 any Encumbrance attributable to the Transferring Business held immediately before the Relevant Date by the Transferor, or by a nominee or agent of or trustee for the Transferor, as security for the payment or discharge of any liability shall, on and from that day, be held by the Transferee, or, as the case may require, by that nominee, agent or trustee for the Transferee, and be available to the Transferee (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability;
- 7.2.11 where by virtue of this Scheme any assets and property, or liability, of the Transferor become assets and property, or a liability, of the Transferee, the Transferee shall, at and from the Relevant Date, have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting Proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing such assets and property, or liability, as if it had at all times been assets and property, or a liability, of the Transferee;

- 7.2.12 any offer or invitation to treat made to or by the Transferor prior to the Relevant Date in respect of New Business shall be construed and have effect as an offer or invitation to treat made to or by the Transferee; and
- 7.2.13 any judgement or award obtained by or against the Transferor in respect of the Transferring Business and not fully satisfied before the Relevant Date shall at that time, to the extent to which it was enforceable by or against the Transferor immediately prior thereto, become enforceable by or against the Transferee (to the exclusion of the Transferor).

7.3 Consequences of vesting

The transfer and vesting of any Transferring Asset or Transferring Liability shall not:

- 7.3.1 invalidate, discharge or result in the termination of any agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation, title or other thing;
- 7.3.2 require any registration, re-registration or filing or any amendment to any existing registration or filing in respect of any agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title;
- 7.3.3 constitute a breach of or default, event of default, potential event of default, termination event, mandatory prepayment event, enforcement event, perfection event or other similar event or condition (however described) under, or allow any person to terminate, any agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title;
- 7.3.4 require any person to perform any new or additional obligation or to take any new or additional step or action, including the giving of any notice, the obtaining of any consent, approval or determination, the accession to any agreement, the payment of any fee, cost, expense, interest or other amount, the granting of any new or additional Encumbrance or the transfer of any asset or property;
- 7.3.5 entitle or require any person to exercise any right or remedy, to reduce, suspend, delay, alter or discharge its rights or obligations, to accelerate, terminate, suspend, delay, alter or discharge the performance of any rights or obligations or otherwise to vary, amend, disclaim, repudiate or terminate any agreement, instrument or Encumbrance;
- 7.3.6 save as otherwise provided herein, confer any greater or lesser rights, interests or benefits, or impose any greater or lesser obligations, on any party to any contract to which the Transferor is a party when that greater or lesser obligation would not otherwise have been imposed;
- 7.3.7 affect the enforceability, priority or ranking of any Encumbrance; or
- 7.3.8 enable any person to bring a claim, whether in contract, tort, equity or otherwise in relation to such Transferring Asset or Transferring Liability.

7.4 Post transfer obligations

The Transferor shall promptly give to the Transferee any payments, notices, correspondence, information or enquiries in relation to the Transferring Business which belong to the Transferee.

8. CONTINUITY OF PROCEEDINGS

8.1 On and with effect from the Effective Date any Proceedings relating to any part of the Transferring Business (including the Transferring Assets and the Transferring Liabilities) which have been issued, served, are pending, current, threatened or otherwise, by or on behalf of or against the Transferor shall be continued or made by or against the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off which would have been available to the Transferor in relation to the relevant part(s) of such Proceedings.

8.2 On and with effect from the Subsequent Transfer Date applicable thereto any Proceedings relating to the Transferring Business which have been issued, served, are pending, current, threatened or otherwise, by or against the Transferor to the extent that they relate to Residual Assets or Residual Liabilities shall be continued or made by or against the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off which would have been available to the Transferor in relation to the relevant part(s) of such Proceedings.

9. INDEMNITY IN FAVOUR OF THE TRANSFEROR

9.1 Subject to section 9.2 and 9.4 on and from the Effective Date, the Transferee shall discharge on the Transferor's behalf or indemnify the Transferor against charges, Costs, liabilities and claims arising in respect of all Transferring Liabilities and Residual Liabilities which are payable by the Transferor.

9.2 Unless otherwise agreed by the Transferor and Transferee, the Transferee shall not indemnify the Transferor against and shall not be obliged to discharge the Transferor from:

9.2.1 any liability of the Transferor to the extent that it is entitled to recover the same from any person (including by way of insurance), unless, and then only to the extent that, the Transferor shall have failed to recover any such amount pursuant to rights it may have against any person (including, without limitation, under any applicable contract of insurance), having used reasonable endeavours to do so; or

9.2.2 any liability that falls under limb (a) of the definition of Residual Liability up to the relevant Subsequent Transfer Date.

9.3 Subject to section 9.4, the Transferee shall from each Subsequent Transfer Date:

9.3.1 assume and discharge when due any and all those Residual Liabilities falling under limb (a) of the definition of Residual Liabilities; and

9.3.2 indemnify the Transferor and each of its Affiliates against those Residual Liabilities falling under limb (a) of the definition of Residual Liabilities and any and all Costs suffered or incurred by any of them as a result of any failure to discharge such Residual Liabilities.

- 9.4 At no time shall the Transferee be required to indemnify the Transferor if such indemnity shall cause or is likely to cause the capital requirement of the Transferee to fall below its regulatory minimum capital resources requirement.

10. DETAILS OF THE CAPITALISATION

- 10.1 Upon completion of the transfer, the Transferee will receive share capital of £60,000,000 from the Transferor (in respect of which the Transferee will issue ordinary shares with a face value of £60,000,000 to the Transferor). The Transferor will also provide a subordinated loan of £20,000,000 (which is classified as Tier II capital) to the Transferee. As part of the authorisation process, the Transferee provided the PRA with a detailed capital plan which it believes will support the growth of the business and ensure that the Transferee is capable of absorbing the impact of future plausible stresses. The Transferee's capital resources comply with the enhanced regulatory capital requirements pursuant to the Capital Requirements Directive IV ("**CRD IV**"). Further, the capital resources injected into the Transferee by the Transferor are significantly higher than those required by CRD IV and demonstrate the Transferor group's commitment to a viable and sustainable banking operation in the UK. As part of the authorisation process the PRA confirmed that it was content with the proposed capitalisation of the Transferee.
- 10.2 In the event that there is any shortfall in the Transferee's capital between 31 July 2015 (being the date to which the accounts are made up to) and the Effective Date, the Transferor undertakes to increase the capital of the Transferee immediately prior to the Effective Date to the level of capital held by the Transferee as at 31 July 2015.

11. DECLARATION OF TRUST

11.1 Declaration of trust by the Transferor

If:

- 11.1.1 any asset of the Transferor attributable to the Transferring Business is not transferred to and vested in the Transferee by this Scheme on the Effective Date by reason of such asset being a Residual Asset or for any other reason; or
- 11.1.2 any Residual Asset is not transferred to and vested in the Transferee by this Scheme on the Subsequent Transfer Date applicable thereto,

then the Transferor shall, on and from the Relevant Date (but save to the extent that giving effect to such a trust would in itself constitute the transfer of a Residual Asset) hold any asset referred to in sections 11.1.1 and 11.1.2, together with any proceeds of sale or income or other right accrued or return arising in respect thereof, as trustee for the Transferee.

11.2 Authority in relation to the assets and property held on trust

On and from the Effective Date, the Transferor shall be subject, in respect of any assets and property referred to in section 11.1 to the directions of the Transferee until:

- 11.2.1 the relevant assets and property are transferred to or otherwise vested in the Transferee; or
- 11.2.2 the relevant assets and property are disposed of (whereupon the Transferor shall account to the Transferee for the proceeds of sale thereof).

The Transferee shall have authority to act as the attorney of the Transferor in respect of such assets and property for all such purposes.

11.3 Other assets and property held on trust for the Transferee

On and from the Effective Date, the Transferor shall hold all assets and property which is or comes into its possession which relates to or is derived from the Transferring Business, any Transferring Asset or any Residual Asset on trust for the Transferee and as directed by the Transferee and these assets and property shall be treated as Transferring Assets.

12. EVIDENCE: BOOKS AND DOCUMENTS

12.1 All books and other documents which would, before the Relevant Date, have been evidence in respect of any matter for or against the Transferor at the Relevant Date, shall be admissible in evidence in respect of the same matter for or against the Transferee after the Relevant Date. In this section, "**documents**" has the same meaning as in section 13 of the Civil Evidence Act 1995.

12.2 On and from the Relevant Date, the Bankers' Books Evidence Act 1879 shall apply to any books of the Transferor transferred to, and vested in, the Transferee by virtue of this Scheme, and to entries made in those books before the Relevant Date, as if such books were the books of the Transferee.

12.3 For the purposes of section 4 of the Bankers' Books Evidence Act 1879, books so transferred to, and vested in, the Transferee shall be deemed to have been the ordinary books of the Transferee at the time of the making of any entry therein which purports to have been made before the Relevant Date, and any such entry shall be deemed to have been made in the usual and ordinary course of business.

12.4 In this section 12, "**books**" shall be construed in accordance with section 9(2) of the Bankers' Books Evidence Act 1879.

13. DATA PROTECTION

13.1 In this section, terms shall be construed in accordance with the definitions in the Data Protection Act 1998 (the "**DPA**"). With effect from the Effective Date:

13.1.1 in respect of all Personal Data comprised in the Transferring Business in respect of which the Transferor was the Data Controller immediately before the Effective Date (the transferring Personal Data), the Transferee shall become the Data Controller;

13.1.2 any information made available to, or consent obtained or request or other notice received from, any data subject by or on behalf of the Transferor in respect of the transferring Personal Data will be deemed to have been made available, obtained or received by the Transferee; and

13.1.3 any reference to the Transferor in any such information, consent, request or other notice will be deemed to include a reference to the Transferee and any reference to the Transferor Group will be deemed to include a reference to the Transferee Group.

13.2 Where an individual has made a subject access request in relation to the Transferring Business to the Transferor before the Relevant Date and the Transferor has not responded

with a copy of the Personal Data controlled by it in accordance with the DPA before the Relevant Date, the Transferee shall respond to the request, in accordance with the DPA, by providing copies of the Personal Data held by the Transferor immediately prior to the Relevant Date.

- 13.3 The Transferee must:
- 13.3.1 comply with all relevant provisions of applicable laws, regulations, regulatory requirements and the Data Protection Legislation in relation to the Processing of Personal Data;
 - 13.3.2 not do, or cause or permit to be done, anything in relation to the information provided to you which may result in a breach by us of any applicable laws, regulations, regulatory requirements or the Data Protection Legislation; and
 - 13.3.3 limit Processing of Personal Data transferred to the Transferee in accordance with clause 13.1.1 to the purposes for which the Personal Data was originally collected by the Transferor.
- 13.4 The Transferee must within thirty days of the Effective Date, provide a notice to all Customers whose Personal Data has been transferred to it, stating that it is the new Data Controller to their Personal Data, and providing the information set out in paragraph 2(3) of Part II, Schedule 1 of the DPA.
- 13.5 With effect from the Effective Date, the Transferee shall maintain a valid and accurate registration as a Data Controller with the Information Commissioner's Office.

PART D: MISCELLANEOUS PROVISIONS

14. EFFECTIVE DATE

This Scheme will become effective at 00:01 on 1 April 2016 in accordance with the Order sanctioning this Scheme, or on any such later date, if any, as the Transferor and Transferee may agree and as the Court may allow.

15. MODIFICATION OF THIS SCHEME

15.1 The Transferor and the Transferee may at any time prior to the sanction of this Scheme by the Court consent, for and on behalf of the persons bound hereby and all other persons concerned, to any modification of, or addition to, this Scheme or to any further condition or provision affecting the same which the Court may approve or impose.

15.2 At any time after the sanction of this Scheme by the Court, and except as provided for in section 15.3, any amendment to this Scheme must receive the consent of the Court. The PRA and FCA shall have the right to be heard by the Court in relation to any proposed amendment to this Scheme pursuant to this section 15.2. If such consent is granted, the Transferor and the Transferee may amend the terms of this Scheme in accordance with such consent.

15.3 At any time after the sanction of this Scheme, in the case of any minor or technical amendment to the terms of this Scheme, or any amendment to correct any manifest error in its terms, the amendment may be made without the consent of the Court provided that the PRA and FCA shall have been notified of the proposed amendment and no objection is received by the Transferor or the Transferee from the PRA or FCA within 14 days of such notification.

16. THIRD PARTY RIGHTS

A person who is not a party to this Scheme may not enforce any term of this Scheme pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. COSTS AND EXPENSES

Except as otherwise agreed in writing, the Transferor and the Transferee shall bear their own Costs and expenses in relation to the preparation and carrying into effect of this Scheme, whether before or after the Effective Date.

18. EVIDENCE OF TRANSFER

18.1 The production of a copy of the Order with any modifications made under section 15, for all purposes shall be evidence of the transfer to, and vesting in, the Transferee of the Transferring Business in accordance with the Order and the provisions of this Scheme.

18.2 In order to enable the Transferee to complete any title to any property or interest in land transferred to, and vested in it by virtue of this Scheme and, without prejudice to sections 3 to 13 inclusive and 15.1, by notice of title or otherwise, or to deduce title, this Scheme and/or the Order, with any modifications made under section 15, together with any document ancillary thereto (including a certificate of any officer or employee of the Transferee identifying the relevant property or interest in land) shall be deemed to be, and may be used as, a general disposition, conveyance or as the case may be, assignment, of such property or interest in favour of the Transferee.

19. GOVERNING LAW

This Scheme is governed by, and shall be construed in accordance with, English law.

Dated: 24 February 2016

SCHEDULE 1: DEFINITIONS

In this Scheme:

"assets and property" means property, assets and rights of every description (whether present or future, actual or contingent), including without prejudice to the generality of the foregoing: money; goods; things in action; real and heritable property (including registered land); moveable and personal property situated in the United Kingdom or elsewhere; property held on trust or in a fiduciary capacity; securities; rights; benefits and powers of every description; any interest as proprietor, landlord, tenant, mortgagee, chargee, assignee or heritable creditor; the benefit (subject to the burden) of any contracts; Business Intellectual Property; Business Records; customer data and information; and any interest in any of the foregoing;

"Affiliate" means in relation to any party, any subsidiary or parent company of that party and any subsidiary of any such parent company, in each case from time to time;

"Business Information" means all information (in whatever form, physical or electronic) to the extent held by the Transferor in relation to the Transferring Business at the Effective Date;

"Business Intellectual Property" means Intellectual Property owned by the Transferor which relates to the Transferring Business;

"Business Records" means all books, documents and records of the Transferor to the extent they contain Business Information;

"Carry Forward Losses" means the losses (if any) which exist in the Transferor for the purposes of corporation tax at the date of transfer, and which are transferred to the Transferee in accordance with applicable UK tax laws;

"Furniture, Fixtures, Machines, Equipment and Installations" means the furniture, fixtures, machines, equipment and installations utilised by the UK Branch and located at any Property;

"Contractor Agreement" means the contractor agreement between the Transferor and Transworld Services Limited dated 4 January 2012;

"Costs" means losses, liabilities, damages, costs (including reasonable legal costs, experts' and consultants' fees), charges and expenses (including taxation), in each case of any nature whatsoever;

"Court" means the High Court of England and Wales;

"Custody Agreements" means the following custody agreements (as may be varied from time to time):

- (a) custody agreement between the Transferor and Habib Metropolitan Financial Services Ltd dated at or around 8 April 2003;
- (b) custody agreement between the Transferor and Habib Metro Bank Pakistan dated 21 November 2013;
- (c) custody agreement between the Transferor and UBS AG;

- (d) custody agreement between the Transferor and the Transferor's London branch dated 21 November 2013;
- (e) custody agreement between the Transferor and Credit Suisse AG dated 28 October 2011; and
- (f) custody agreement between the Transferor and The Bank of New York dated 1 September 2004.

"Customer" means a customer of the UK Branch which either alone or jointly with others has entered into a Customer Agreement;

"Customer Agreement" means an agreement, with any Customer under which the UK Branch of the Transferor has agreed to provide products or services including any Private Banking Client Agreement (including any Private Banking Client Accounts that have been closed prior to the Effective Date), Trust Receipt, Letter of Credit or Loan Agreement;

"Data Controller" has the meaning given under section 1 of the DPA;

"Data Protection Legislation" means the Data Protection Directive (95/46/EC), the DPA and other similar laws and regulations which exist to protect the privacy rights of individuals, including those enacted in the country in which the Transferee is established or processing Personal Data (where the Transferee is established in or processing Personal Data outside the United Kingdom);

"DPA" means the Data Protection Act 1998;

"Effective Date" has the meaning ascribed to it in section 14;

"Encumbrance" means any claim, charge, mortgage, lien, option, equitable right, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"FCA" means the Financial Conduct Authority (or its successor authorities);

"FSMA" means the Financial Services and Markets Act 2000;

"Goodwill" means the goodwill of the Transferor in relation to the Transferring Business as at the Effective Date with the exclusive right of the Transferee to carry on any part of the Transferring Business;

"Intellectual Property" means patents (including any rights in any unpatented inventions (whether patentable or not)), trade marks, rights in designs, rights in trade and business names, trade secrets, logos, domain names, copyrights (including rights in computer software), database rights, topography rights (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, whether existing now or in the future and all amendments, renewals, extensions and right to claim priority from, any of the foregoing;

"IP Licences" means all agreements, arrangements or understandings (in each case, whether or not written) pursuant to which the Transferor uses or has the right to use any Intellectual Property, IT, or confidential, secret or proprietary information, in the Transferring Business;

"IT Operations and Outsourcing Services Agreement" means the IT operations and outsourcing services agreement between the Transferor and the Transferee dated 15 May 2014;

"Law" or **"Laws"** includes all applicable laws (whether civil, criminal or administrative), common laws or civil codes, statutes, subordinate legislation, treaties, regulations, directives and bye-laws in any jurisdiction, in each case for the time being in force. A specific Law or provision of a Law includes:

- (a) that Law or provision as amended or re-enacted;
- (b) any Law which that Law or provision re-enacts (with or without modification); and
- (c) any Law made under it,

in each case for the time being in force;

"Letter of Credit" means an irrevocable letter of credit entered into between the Transferor and its customer on the Transferor's standard terms (as may be varied by the Transferor from time to time) as contained in the Transferor's standard documentation;

"Liability" means any debt, liability, duty or obligation of any kind or description, including Third Party Licences, (whether direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated or due or to become due), including all Costs and expenses relating thereto;

"Loan" means any monies lent by the UK Branch on or before the Effective Date to a Customer and, except in the respect of loans that have been fully redeemed prior to the Effective Date, comprising the aggregate of all principal sums, interest, costs, charges, expenses and other monies (including all further advances) due or owing to the Transferor with respect to that loan or, as the context may require, a Customer's obligations in respect of the same;

"Loan Agreement" means an agreement between the Transferor (or any of its predecessors) and the Customer relating to a Loan and including but not limited to loans entered into on the Transferor's standard terms and the terms of the following standard documents as entered into between the Transferor and its customers:

- (a) Loan Facility Agreement in use from 2004;
- (b) RMC Facility Letter;
- (c) Shariah Compliant Sale and Lease Back Agreement;
- (d) Shariah Compliant Facility Letter;
- (e) Shariah Compliant Facility Agreement;
- (f) Shariah Compliant Rent Agreement;
- (g) Shariah Compliant Payment Agreement;
- (h) Shariah Compliant Musharakah Agreement;

- (i) Partnership Facility Letter with break clause in use from December 2014;
- (j) Limited Partnership Facility Letter with break clause in use from December 2014;
- (k) Individual Facility Letter with break clause in use from December 2014;
- (l) Corporate Facility Letter with break clause in use from December 2014; and
- (m) Corporate Facility Letter.

"Loan Related Securities" means in relation to a Loan, the Mortgage and all other documents and things which may constitute all or part of the security for the payment of all sums due in respect of that Loan including but not limited to security arrangements entered into between the Transferor and its customers on standard terms and the terms of the following standard documents:

- (a) Shariah Compliant Set Off Agreement;
- (b) Shariah Compliant Mortgage of Shares;
- (c) Shariah Compliant Guarantee;
- (d) Shariah Compliant Declaration of Trust;
- (e) Shariah Compliant Counter Guarantee;
- (f) Shariah Compliant Borrower Undertaking;
- (g) Shariah Compliant Third Party Deposit Agreement;
- (h) Shariah Compliant Third Party Legal Mortgage;
- (i) Shariah Compliant Legal Charge;
- (j) Shariah Compliant Mortgage Debenture;
- (k) Shariah Compliant Sale Undertaking;
- (l) Shariah Compliant Purchase Undertaking;
- (m) First and Third Party Lien;
- (n) Guarantee;
- (o) Legal Charge;
- (p) Debenture; and
- (q) Third Party Charge.

"Mortgage" means a first or subsequent fixed charge by way of legal or equitable mortgage or charge over property;

"Motor Vehicles" means the following motor vehicles purchased by the UK Branch:

- (a) Honda Accord purchased on 1 March 2007;
- (b) Mercedes Benz E280 – Avantgarde purchased on 1 December 2000;
- (c) Lexlis purchased on 10 October 2006; and
- (d) Honda Accord purchased on 21 May 2007.

"New Business" means any application made by a person to the Transferor, whether or not accepted by the Transferor, and any offer or invitation made by the Transferor to a person, in each case made prior to the Effective Date, which may result in the execution after the Effective Date of what would, had the relevant agreement been executed prior to the Effective Date, be a savings deposit agreement or mortgage agreement;

"Order" means an order made by the Court pursuant to Section 111 of FSMA sanctioning this Scheme and any order (including any subsequent order, which is ancillary thereto) in relation to this Scheme made by the Court pursuant to Section 112 of FSMA;

"Permitted Liquid Assets" means:

- (a) all cash held by the Transferor in the UK; and
- (b) all UK Government Securities,

held by the Transferor (acting through the UK Branch) at the Effective Date in relation to the Transferring Business;

"Personal Data" has the meaning given in section 1 of the DPA;

"Private Banking Client Accounts" means an account maintained by the Transferor through the UK Branch in relation to which the relevant customer has entered into a Private Banking Client Agreement and, except in respect of accounts that have been closed prior to the Effective Date, comprising the aggregate of all principal sums and interest and other monies owing to that customer by the Transferor with respect to that deposit under the relevant Private Banking Client Agreement as at the Effective Date;

"Private Banking Client Agreements" means private banking client agreements on the Transferor's standard terms, the Terms and Conditions and any other arrangements entered into between the Transferor and a person who was a customer of the UK Branch at the Effective Date (each as varied by the Transferor from time to time) and applicable to the account or accounts that record or recorded the amounts owed to such customer by the Transferor in relation to such accounts provided by the Transferor;

"Proceedings" means any judicial, quasi-judicial, administrative, regulatory or arbitration proceedings and any Financial Ombudsman Service referrals;

"Processing" shall have the meaning given to it under the Data Protection Act 1998 and for the avoidance of doubt shall include both manual and automatic processing;

"Property" means the following property:

- (a) The freehold property with address Habib House, 42 Moorgate, London, EC2R 6JJ;

- (b) The leasehold property with address Flat 78, Devonport, Southwick Street, London, W2 2QH;
- (c) The branch location, held by way of rental lease with address 142 Wigmore Street, London, W1U 3SH
- (d) The branch location, held by way of rental lease with address 264 Upper Tooting Road, London, SW17 0DP;
- (e) The branch location, held by way of rental lease with address 160 Belgrave Road, Leicester, LE4 5AU;
- (f) The branch location, held by way of rental lease with address 5/7 High Street, Southall, Middlesex, UB1 3HA;
- (g) The branch location, held by way of rental lease with address 671-675 Stratford Road, Sparkhill, Birmingham, B11 4DX;
- (h) The branch location, held by way of rental lease with address Ground floor, Pinnacle House, Apex 5, 8 Harborne Road, Edgbaston, Birmingham, B15 3AA;
- (i) The branch location, held by way of rental lease with address 377 Station Road, Harrow on the Hill, Middlesex, HA1 2AW; and
- (j) The branch location, held by way of rental lease with address Showroom 5, The Point, 173-175 Cheetham Hill Road, Manchester, M8 8LG.

"Regulated Activities Order" means the Financial Services and Market 2000 (Regulated Activities) Order 2001 (as amended);

"Regulations" means the Financial Services and Markets Act 2000 (Control of Business Transfers) (Requirements on Applicants Regulations) 2001 (as amended);

"Relevant Date" means the Effective Date or, in the case of any Residual Asset or Residual Liability, the applicable Subsequent Transfer Date;

"Residual Asset" means:

any property or assets of the Transferor, including any Encumbrance in favour of the Transferor which would be a Transferring Asset but:

- a) which the Court does not have jurisdiction to transfer;
- b) which, despite having such jurisdiction, the Court determines not to transfer;
- c) which the Transferor and the Transferee agree in writing prior to the Effective Date would be more conveniently, or which pursuant to the terms of this Scheme is to be, transferred after the Effective Date; or
- d) which do not fall within paragraphs (a)-(c), and which unintentionally or inadvertently fail to transfer to the Transferee; and

any proceeds of sale or income or other accrual or return whatsoever, whether or not in any case in the form of cash, or other asset earned or received from time to time after the Effective Date in respect of any property referred to in paragraph (a)–(d);

"Residual Liability" means any liability or obligation of the Transferor which would be a Transferring Liability but which:

- a) relates to a Residual Asset and arises at any time before the Subsequent Transfer Date applicable to that Residual Asset;
- b) the Court does not have jurisdiction to transfer;
- c) despite having such jurisdiction, the Court determines not to transfer; or
- d) which the Transferor and the Transferee agree in writing prior to the Effective Date, would more conveniently be, or which pursuant to the terms of this Scheme is to be, transferred after the Effective Date;

"Scheme" means this Scheme (including the schedules thereto) in its original form or with, or subject to, any modification, addition or condition pursuant to section 15;

"Subsequent Transfer Date" means, in relation to any Residual Asset or Residual Liability, each date after the Effective Date on which such Residual Asset or Residual Liability is or is to be transferred to the Transferee, namely in respect of any Residual Asset falling within paragraphs (a) or (b) of the definition of Residual Asset and, in relation to any Residual Liability falling within paragraphs (b) or (c) of the definition of Residual Liability, the date on which the requisite order or recognition to enable the same to be transferred to the Transferee upon the terms of this Scheme is:

- a) obtained; or
- b) no longer required;

and in respect of any Residual Asset falling within paragraph (c) of the definition of Residual Asset and of any Residual Liability which falls within paragraph (d) of the definition of Residual Liability, the date on which the Transferee and the Transferor agree that the transfer shall take effect or on which the Residual Asset or Residual Liability becomes capable of being transferred under the terms of this Scheme; and

"Tax" means any form of tax and any duty, withholding, contribution, impost or tariff in the nature of tax (including, for the avoidance of doubt, any liability under section 455 CTA 2010 and any national insurance contribution liabilities or deductions under PAYE in the United Kingdom and any equivalent or similar obligations elsewhere), together with all related penalties and interest;

"Terms and Conditions" means the terms and conditions, entered into between the UK Branch of the Transferor and any of its customers from time to time which are applicable to the Transferor's (i) Secure Key online authentication system; (ii) internet banking services; (iii) mobile telephone banking services; (iv) electronic statement services; (v) general banking services and (vi) general business banking services;

"Third Party Licences" means all agreements, arrangements or understandings (in each case, whether or not written) pursuant to which any third party uses or has the right to use any Business Intellectual Property or Business Information;

"Transferee" means Habib AG Zurich UK plc;

"Transferee Group" means the Transferee and its Affiliates from time to time;

"Transferor" means Habib Bank AG Zurich;

"Transferor Group" means the Transferor and its Affiliates from time to time;

"Transferring Assets" means the undertaking, rights, assets and property which are owned or used exclusively by the UK Branch, including those set out in Part 1 of Schedule 2 excluding, until the relevant Subsequent Transfer Date, the Residual Assets and the rights, benefits and powers of the Transferor relating to the Residual Assets;

"Transferring Business" means the entire undertaking of the UK Branch comprising the Transferring Assets and Transferring Liabilities;

"Transferring IT Systems" means the IT Systems utilised by the UK Branch and situated in the UK as listed in Part 2 of Schedule 2;

"Transferring Liabilities" means the Liabilities of the UK Branch, and until the relevant Subsequent Transfer Date of each Residual Liability, the Residual Liabilities;

"Trust Receipt" means a trust receipt entered into between the Transferor and its customer on the Transferor's standard terms (as may be varied by the Transferor from time to time) as contained in the Transferor's standard documentation;

"UBS AG" means the Swiss global financial services company with its headquarters in Basel and Zürich, Switzerland

"UK Branch" has the meaning set out in section 1.2; and

"UK Government Securities" means sterling denominated securities issued by the United Kingdom with an outstanding maturity (as at the Effective Date) not exceeding three months.

SCHEDULE 2: TRANSFERRING BUSINESS

Part 1: Transferring Assets

All property, undertaking, rights and assets owned or used exclusively by the UK branch, including:

1. the Loan Related Securities;
2. the Permitted Liquid Assets;
3. the Business Records;
4. the Business Information;
5. the Custody Agreements;
6. the benefit (subject to the burden) of the loan agreement between the Transferor and the Transferor's London branch dated 31 October 2012;
7. the benefit (subject to the burden) of the Contractor Agreement;
8. the benefit (subject to the burden) of the IT Operations and Outsourcing Services Agreement;
9. Business Intellectual Property;
10. the benefit (subject to the burden) of the Customer Agreements;
11. the Transferring IT Systems;
12. the Furniture, Fixtures, Machines, Equipment, and Installations;
13. the benefit (so far as the same can be lawfully assigned or transferred to the Transferee) of any Proceedings to which the UK Branch is party;
14. the Carry Forward Losses;
15. the Motor Vehicles;
16. the IP Licences; and
17. the Property.

Part 2: Transferring IT Systems

The Transferring IT Systems that are utilised by the UK Branch and which are situated in the UK are as follows:

1. Cables, ports, modems, FLR boxes purchased on 1 February 2000;
2. 3COM port entry level hubs purchased on 9 March 2001;
3. Epson GT2500 scanner purchased on 28 July 2009;
4. Dell PC SYS/121 purchased on 9 April 2010;
5. Dell OptiPlex PC purchased on 27 May 2010;
6. HP LaserJet 4250N printer purchased on 27 May 2010;
7. MS Office 2007 purchased on 1 July 2010;
8. 2 x Dell 17 inch monitors purchased on 1 February 2011;
9. Dell OptiPlex bridge PC purchased on 1 May 2011;
10. Epson GT 2500 scanner purchased on 9 June 2011;
11. Epson GT500 scanner purchased on 28 July 2009;
12. Dell OptiPlex PC purchased on 1 October 2009;
13. Dell PC SYS/121 purchased on 9 April 2010;
14. HP LaserJet P2055DN purchased on 13 May 2010;
15. 2 x Dell 17 inch monitors purchased on 1 February 2011;
16. Dell OptiPlex PC purchased on 9 June 2011;
17. Epson GT2500 scanner purchased on 14 July 2011;
18. 2 x HP LaserJet P2055DN printers purchased on 29 November 2011;
19. Dell OptiPlex 790 purchased on 21 December 2011;
20. Dell PC purchased on 1 May 2012;
21. HP Officejet Pro 8500A purchased on 1 May 2012;
22. Windows 7/MS Office Home purchased on 20 February 2013;
23. 2 x Microsoft Office 2003 purchased on 13 June 2007;
24. HP LaserJet 4250 purchased on 13 June 2007;

25. Seagate hard disc drive 400GB purchased on 13 June 2007;
26. Sony Cybershot DSC purchased on 13 June 2007;
27. 9 x Dell PCs purchased on 13 June 2007;
28. 128k bandwidth single router purchased on 22 June 2007;
29. GT500 Epson scanner purchased on 28 July 2009;
30. HP LaserJet 4250 purchased on 1 January 2010;
31. Dell PC SYS/121 purchased on 9 April 2010;
32. HP LaserJet P2055DN purchased on 13 August 2010;
33. 2 x Dell 17 inch monitors purchased on 1 February 2011;
34. Dell OptiPlex PC bridge purchased on 1 May 2011;
35. Epson GT200 scanner purchased on 9 June 2011;
36. Dell OptiPlex 780 USFF purchased on 14 July 2011;
37. Dell OptiPlex 790 purchased on 1 December 2011;
38. Dell OptiPlex 790 purchased on 1 December 2011;
39. 2 x Dell PCs purchased on 1 April 2012;
40. cable and printer purchased on 5 January 1992;
41. CCTV equipment purchased on 1 December 1998;
42. Universal network purchased on 1 April 2002;
43. Epson GT2500 scanner purchased on 28 July 2009;
44. HP LaserJet P2055DN purchased on 1 October 2009;
45. Dell PC SYS/121 purchased on 9 April 2010;
46. HP LaserJet P2055DN purchased on 1 August 2010;
47. Dell PC purchased on 10 December 2010;
48. 2 x Dell 17 inch monitors purchased on 1 February 2011;
49. Dell OptiPlex bridge PC purchased on 1 May 2011;
50. Epson GT2500 scanner purchased on 1 June 2011;
51. HP LaserJet P2055 purchased on 1 March 2012;
52. Sun server (HPlus) purchased on 1 December 1999;

53. BT-PIX firewall purchased on 1 October 2001;
54. Dell PC purchased on 29 June 2005;
55. Data voice cabling Aquila Tech purchased on 13 September 2005;
56. Groundfus pump purchased on 21 May 2009;
57. Epson GT2500 scanner purchased on 28 July 2009;
58. Dell PC SYS/121 purchased on 9 April 2010;
59. HP LaserJet P2055 purchased on 26 April 2010;
60. 2 x Dell PCs purchased on 10 December 2010;
61. 2 x Dell 17 inch monitors purchased on 1 February 2011;
62. HP LaserJet P2055DN purchased on 19 April 2011;
63. Dell OptiPlex Bridge PC purchased on 1 May 2011;
64. Epson GT2500 scanner purchased on 14 July 2011;
65. Dell Vostro laptop purchased on 23 March 2012;
66. Dell OptiPlex PC 790 USDFP purchased on 16 July 2012;
67. Toshiba Ultrabook Z930 purchased on 8 February 2013;
68. Dell PowerEdge R320 processor purchased on 8 April 2015;
69. Mac mini hard drive purchased on 16 October 2014;
70. Samsung LED LCD DVI monitor purchased on 24 July 2013;
71. Apple MacBook Air purchased on 29 December 2014;
72. Toshiba Ultrabook purchased on 22 August 2013;
73. 5 x Apple Mac Mini purchased on 8 April 2015;
74. 5 x Apple Mac Mini purchased on 8 April 2015;
75. 5 x Apple Mac Mini purchased on 8 April 2015;
76. 5 x Apple Mac Mini purchased on 8 April 2015;
77. 5 x Apple Mac Mini purchased on 8 April 2015;
78. Toshiba Ultrabook Laptop Z930 purchased on 19 April 2013;
79. Toshiba laptop purchased on 19 April 2013;
80. 2 x MS Office Home/Business purchased on 19 April 2013;

81. Apple MacBook Air purchased on 29 December 2014;
82. Apple MacBook purchased on 7 April 2015;
83. Microsoft Office Mac 2011 purchased on 7 April 2015;
84. Dell OptiPlex 7010 purchased on 18 January 2013;
85. 2 x Windows 7 LIC/3 MS Office/Home purchased on 20 February 2013;
86. Dell OptiPlex 7010 purchased on 5 March 2013;
87. 4 x MS Office Home/Business 13 purchased on 11 March 2013;
88. Epson LW 350 dot matrix purchased on 20 December 2013;
89. Dell OptiPlex PC 7010USFF purchased on 11 February 2014;
90. Dell OptiPlex PC 7010USFF purchased on 11 February 2014;
91. Dell OptiPlex PC 7010USFF purchased on 11 February 2014;
92. Dell OptiPlex PC 7010USFF purchased on 11 February 2014;
93. Dell OptiPlex PC 7010USFF purchased on 11 February 2014;
94. MacBook Air purchased on 29 December 2014;
95. 21 x Toshiba Laptops purchased on 30 May 2014;
96. 3 x Toshiba satellite purchased on 30 May 2014;
97. Toshiba Ultrabook purchased on 22 August 2013;
98. 5 x Dell PCs purchased on 21 December 2012;
99. Apple Mac Mini 2.5DC/2XG2G/500 purchased on 30 October 2013;
100. 2 x Intel Xeon E-24 rack servers purchased on 21 May 2014;
101. Apple Mac Mini Intel Core 15 purchased on 21 May 2014;
102. 9 x Apple Mac Mini purchased on 11 September 2014;
103. 9 x MS Office Business - Apple Mac purchased on 11 September 2014;
104. 4 x Mac Mini purchased on 27 May 2015;
105. 5 x MS Office Mac Home/Business purchased on 27 May 2015;
106. 8 x Dell servers purchased on 27 May 2015;
107. Dell backup server purchased on 2 July 2015;
108. Dell OptiPlex 7010USFF purchased on 17 January 2013;

109. Panasonic video purchased on 1 July 1997;
110. Panasonic TV purchased on 1 October 1997;
111. Computer software purchased on 24 December 1997;
112. Sybase licence fee purchased on 17 December 1998;
113. Binding machine CB400 purchased on 16 February 1999;
114. DBL Krone cable/port panel purchased on 1 October 1999;
115. Office Pro 2000 purchased on 1 November 1999;
116. 24 port voice/cable purchased on 1 January 2000;
117. MS Office 2000 Pro purchased on 1 September 2000;
118. SVGA computer projector purchased on 1 November 2000;
119. MS Office 2000 software purchased on 1 November 2000;
120. MS Office 2000 Pro purchased on 1 January 2001;
121. Cables, networking cabling purchased on 2 April 2001;
122. BT-PIX firewall purchased on 1 October 2001;
123. Cisco 3600/3640/2600-32MB memory purchased on 1 October 2001;
124. Cisco series IP software purchased on 1 October 2001;
125. 6 x Dell flat screen monitors purchased on 1 October 2001;
126. Dell OptiPlex PC-HTVW70J purchased on 17 October 2001;
127. Dell OptiPlex PC-GTVW70J purchased on 17 October 2001;
128. Dell OptiPlex PC-FTVW70J purchased on 17 October 2001;
129. Dell OptiPlex - DTVW70J purchased on 17 October 2001;
130. Intel 4 port voice processor card purchased on 1 February 2002;
131. Dell OptiPlex PC-BJQJBOJ purchased on 1 February 2002;
132. Flat panel monitor purchased on 1 March 2002;
133. Cisco PIX 515E port firewall purchased on 1 February 2003;
134. TS Netvista A30PDT P4-2.4 IBM purchased on 2 May 2003;
135. IBM T 541 flat panel display purchased on 2 May 2003;
136. MS Windows Pro 2000 English purchased on 19 May 2003;

137. 29 x Dell PCs purchased on 4 June 2003;
138. Laptop purchased on 10 June 2003;
139. Dell OptiPlex purchased on 1 July 2003;
140. LaserJet 4200 E439421 Swift purchased on 29 September 2003;
141. Sophos Public 5-BOE purchased on 1 October 2003;
142. Flat panel monitor purchased on 1 May 2004;
143. Dell PC for BCP scanning purchased on 17 June 2004;
144. Dell 2 PC for BCP scanning purchased on 17 June 2004;
145. Swift drive and Berklin from MIC purchased on 23 June 2004;
146. PC purchased on 3 February 2005;
147. Dell PCs 3 Remit and 1 Adv purchased on 18 July 2005;
148. MS Office 2003 standard software purchased on 27 September 2005;
149. Patch cable purchased on 6 February 2006;
150. Dell PC Bridge Equant network purchased on 6 February 2006;
151. Dell PC purchased on 17 February 2006;
152. Misco laser printer purchased on 7 March 2006;
153. Baseline hub from INMAC purchased on 21 March 2006;
154. HP LaserJet 4250 purchased on 28 March 2006;
155. 2 x Dell computers purchased on 7 April 2006;
156. Dell computer; purchased on 3 May 2006;
157. HP Office Jet 6210 purchased on 16 May 2006;
158. HP LaserJet 1320 purchased on 23 May 2006;
159. HP LJ 4250 and HP 500 tray purchased on 11 July 2006;
160. HP LaserJet 1022 purchased on 21 July 2006;
161. Dell PC purchased on 4 August 2006;
162. Dell PC purchased on 4 August 2006;
163. HP LaserJet purchased on 8 August 2006;
164. 4 x Printers, 1 mouse purchased on 19 October 2006;

165. HP printer purchased on 30 October 2006;
166. 6 x Dell PC purchased on 31 October 2006;
167. 2 x Dell PC purchased on 31 October 2006;
168. 2 x Dell PC purchased on 7 December 2006;
169. 2 x Dell PC purchased on 10 January 2007;
170. 2 x HP P3005 printer purchased on 6 February 2007;
171. 2 x Dell PC purchased on 6 March 2007;
172. 2 x Dell PC purchased on 6 March 2007;
173. Scanner purchased on 13 March 2007;
174. Microsoft Office 2003 purchased on 3 May 2007;
175. HP LaserJet purchased on 3 May 2007;
176. External hard drive and USB cable purchased on 3 May 2007;
177. HP LaserJet purchased on 3 May 2007;
178. Dell PC purchased on 21 May 2007;
179. MISCO-ORD M5489915-PB;
180. Dell PC purchased on 25 May 2007;
181. Printer from MISCO purchased on 25 May 2005;
182. HP LaserJet from MISCO purchased on 7 June 2007;
183. Dell PC purchased on 7 June 2007;
184. HP LaserJet purchased on 22 June 2007;
185. Dell PC purchased on 10 July 2007;
186. Dell PC purchased on 10 July 2007;
187. 2 x Dell PC purchased on 17 July 2007;
188. Acrobat Professional V8 PC purchased on 19 July 2007;
189. HP LaserJet purchased on 23 July 2007;
190. Dell PC purchased on 25 July 2007;
191. HP LaserJet purchased on 29 August 2007;
192. Dell OptiPlex purchased on 29 August 2007;

193. Sony Laptop purchased on 4 September 2007;
194. MS Office for Laptop purchased on 4 September 2007;
195. HP OfficeJet Pro L7680 purchased on 4 September 2007;
196. 2 x Dell PCs purchased on 19 September 2007;
197. 2 x Dell Rack Server Internet purchased on 18 October 2007;
198. Dell PC purchased on 18 October 2007;
199. Dell OptiPlex PC purchased on 1 November 2007;
200. Dell OptiPlex PC purchased on 1 November 2007;
201. MS Office purchased on 1 November 2007;
202. Dell PC purchased on 23 November 2007;
203. Dell Notebook JNDX83J purchased on 6 December 2007;
204. HP LaserJet P2015Mono purchased on 1 January 2008;
205. HP LaserJet printer purchased on 1 January 2008;
206. Dell PC 76HLB3J purchased on 1 January 2008;
207. Dell PC B6HLB3J purchased on 1 January 2008;
208. MS Office Professional 2007 purchased on 1 February 2008;
209. HP Scanjet 2400 purchased on 5 February 2008;
210. Dell hard drive purchased on 5 February 2008;
211. Dell hard drive purchased on 5 February 2008;
212. Dell hard drive purchased on 5 February 2008;
213. Dell PC purchased on 11 February 2008;
214. Primary battery and memory card purchased on 19 February 2008;
215. Dell memory purchased on 8 April 2008;
216. HP LaserJet purchased on 22 April 2008;
217. 5 x Dell computers purchased on 8 May 2008;
218. Dell computer purchased on 8 May 2008;
219. Dell computer purchased on 8 May 2008;
220. Dell OptiPlex PC purchased on 1 June 2008;

221. Dell OptiPlex PC purchased on 1 June 2008;
222. Dell OptiPlex PC purchased on 4 June 2008;
223. Dell OptiPlex PC purchased on 4 June 2008;
224. Dell OptiPlex PC purchased on 4 June 2008;
225. HP LaserJet P2015 purchased on 10 June 2008;
226. Acrobat Professional V8 PC purchased on 30 June 2008;
227. HP Officejet purchased on 9 July 2008;
228. Dell OptiPlex PC purchased on 9 July 2008;
229. HP LaserJet 4250 purchased on 9 July 2008;
230. HP LaserJet P2015 purchased on 9 July 2008;
231. MS Office 2007 purchased on 9 July 2008;
232. HP Officejet printer J6410 purchased on 9 July 2008;
233. Dell OptiPlex PC purchased on 11 July 2008;
234. Dell OptiPlex PC purchased on 11 July 2008;
235. Dell OptiPlex PC purchased on 11 July 2008;
236. Dell OptiPlex PC purchased on 22 July 2008;
237. Dell OptiPlex PC purchased on 22 July 2008;
238. MS Office 2007 purchased on 22 July 2008;
239. MS Office Project purchased on 22 July 2008;
240. Dell OptiPlex PC purchased on 12 August 2008;
241. MS Office small business purchased on 16 September 2008;
242. Dell Laptop purchased on 16 September 2008;
243. Misco MS Office software purchased on 22 September 2008;
244. Dell PC purchased on 22 September 2008;
245. Dell PC purchased on 22 September 2008;
246. Dell OptiPlex 755 purchased on 8 October 2008;
247. Dell OptiPlex PC purchased on 8 October 2008;
248. MS Office purchased on 8 October 2008;

249. MS Office purchased on 8 October 2008;
250. Dell OptiPlex PC purchased on 20 October 2008;
251. Dell OptiPlex PC purchased on 20 October 2008;
252. Samsung monitor purchased on 20 October 2008;
253. Canon colour printer purchased on 3 November 2008;
254. MS Office 2007 purchased on 20 November 2008;
255. Dell Laptop purchased on 15 December 2008;
256. HP colour LaserJet CM2320FNF-ZO purchased on 19 December 2008;
257. MS Office 2007 purchased on 2 January 2009;
258. Dell OptiPlex PC purchased on 23 January 2009;
259. Dell OptiPlex PC purchased on 23 January 2009;
260. Dell OptiPlex PC purchased on 23 January 2009;
261. 19 TFT monitor purchased on 7 April 2009;
262. HP LaserJet printer purchased on 21 May 2009;
263. Dell OptiPlex PC purchased on 27 May 2009;
264. Dell OptiPlex PC purchased on 27 May 2009;
265. Dell OptiPlex PC purchased on 27 May 2009;
266. Sony VA10 Notebook PC purchased on 1 June 2009;
267. HP LaserJet P2035 purchased on 1 June 2009;
268. MS Office Business 2007 purchased on 1 June 2009;
269. HP LaserJet P2035 purchased on 17 June 2009;
270. Dell OptiPlex 760USFF purchased on 17 June 2009;
271. Dell PC 760USFF purchased on 17 June 2009;
272. Dell OptiPlex 760 purchased on 1 July 2009;
273. HP9050N purchased on 1 July 2009;
274. HP LaserJet P2035 purchased on 28 July 2009;
275. HP LaserJet P2015 purchased on 1 September 2009;
276. HP LaserJet P2035 purchased on 1 September 2009;

277. Dell OptiPlex PC purchased on 1 October 2009;
278. HP LaserJet P2035 purchased on 21 October 2009;
279. Printer Misco purchased on 20 November 2009;
280. Printer Misco purchased on 23 November 2009;
281. Dell PC SYS/083 purchased on 25 November 2009;
282. Dell SYS/083 760 purchased on 25 November 2009;
283. MS Office 2007 purchased on 25 November 2009;
284. Dell 760 SYS/083 purchased on 22 December 2009;
285. Dell SYS/083 purchased on 22 December 2009;
286. Dell not/087-E4300 purchased on 27 January 2010;
287. Dell 760 Pentium purchased on 27 January 2010;
288. HP LaserJet P2055 purchased on 27 January 2010;
289. HP LaserJet P2055DN purchased on 27 January 2010;
290. Dell dual R300 riser server purchased on 1 February 2010;
291. MS Office 2007 purchased on 3 February 2010;
292. HP LaserJet P2055DN purchased on 3 February 2010;
293. HP LaserJet P2055DN purchased on 3 February 2010;
294. HP LaserJet P2055DN purchased on 3 February 2010;
295. HP LaserJet P2055DN purchased on 1 March 2010;
296. HP Officejet Pro 8500 purchased on 1 March 2010;
297. Dell PC hard drive purchased on 1 March 2010;
298. Dell OptiPlex PC purchased on 1 March 2010;
299. HP Officejet Pro 8500 purchased on 17 March 2010;
300. 2 x HP LaserJet purchased on 9 April 2010;
301. 3 x Dell PCs purchased on 14 April 2010;
302. Epson LQ 300-DOT Mat purchased on 13 May 2010;
303. HP LaserJet P2035 mono purchased on 13 May 2010;
304. Dell Laptop purchased on 14 May 2010;

305. MS Office 2007 purchased on 27 May 2010;
306. Dell OptiPlex 780 purchased on 27 May 2010;
307. HP LaserJet colour CM2320NF purchased on 16 June 2010;
308. Computer monitor LG Elect-M227 purchased on 16 June 2010;
309. Cisco SAS5505 firewall 10 purchased on 23 June 2010;
310. HP LaserJet printer purchased on 1 July 2010;
311. HP LaserJet printer purchased on 1 July 2010;
312. MS Office 2007 purchased on 1 July 2010;
313. LED monitor LG E2250 purchased on 1 July 2010;
314. Dell OptiPlex 780 purchased on 1 July 2010;
315. Dell OptiPlex 780 purchased on 1 July 2010;
316. Dell OptiPlex 780 purchased on 1 July 2010;
317. Dell OptiPlex purchased on 1 July 2010;
318. Dell OptiPlex 780 purchased on 1 July 2010;
319. 25 x Dell OptiPlex 780 purchased on 1 August 2010;
320. MS Office 2007 purchased on 2 August 2010;
321. MS Office 2007 purchased on 2 August 2010;
322. MS Office 2010 purchased on 13 August 2010;
323. HP LaserJet P2055DN purchased on 27 August 2010;
324. HP LaserJet P2055DN purchased on 27 August 2010;
325. HP LaserJet P2055DN purchased on 27 August 2010;
326. HP LaserJet P2055 purchased on 8 September 2010;
327. MS Office 2010 purchased on 8 September 2010;
328. HP LaserJet P2055DN purchased on 1 October 2010;
329. HP LaserJet P2055DN purchased on 1 October 2010;
330. MS Office 2007 purchased on 12 October 2010;
331. 2 x rack server hard drives purchased on 1 November 2010;
332. MS Office 2010 purchased on 1 December 2010;

333. Apple MacBook purchased on 10 December 2010;
334. 9 x Dell PCs purchased on 10 December 2010;
335. Dell Laptop purchased on 1 January 2011;
336. Dell OptiPlex purchased on 1 January 2011;
337. 2 x SafeNet Protect host machine purchased on 1 January 2011;
338. Dell OptiPlex PC purchased on 1 February 2011;
339. Dell monitor purchased on 1 February 2011;
340. HP LaserJet P2055DN purchased on 1 February 2011;
341. HP LaserJet P2055DN purchased on 1 February 2011;
342. HP LaserJet P2055DN purchased on 1 February 2011;
343. HP LaserJet P2055DN purchased on 1 February 2011;
344. 6 x MS Office 2010 purchased on 1 February 2011;
345. 3 x Dell 17 inch monitor purchased on 1 February 2011;
346. HP LaserJet P2055 purchased on 1 March 2011;
347. HP LaserJet P2055DN purchased on 1 March 2011;
348. MS Office 2010 purchased on 1 March 2011;
349. Dell OptiPlex PC purchased on 1 March 2011;
350. Dell OptiPlex PC purchased on 1 March 2011;
351. MS Windows 7 Professional purchased on 1 March 2011;
352. Dell OptiPlex PC purchased on 1 March 2011;
353. Dell OptiPlex PC purchased on 1 March 2011;
354. Dell OptiPlex PC purchased on 1 March 2011;
355. Dell OptiPlex PC purchased on 1 March 2011;
356. Dell OptiPlex PC purchased on 1 March 2011;
357. Cisco firewall purchased on 1 March 2011;
358. HP LaserJet P3015 purchased on 4 March 2011;
359. HP LaserJet P2055 purchased on 1 April 2011;
360. HP LaserJet P2055DN purchased on 1 April 2011;

361. HP LaserJet P2055 purchased on 1 April 2011;
362. Epson GT2500 scanner purchased on 1 May 2011;
363. Epson GT2500 scanner purchased on 1 May 2011;
364. MS Office 2010 purchased on 1 May 2011;
365. MS Office 2010 purchased on 1 May 2011;
366. MS Office 2010 purchased on 1 May 2011;
367. MS Office 2010 purchased on 1 May 2011;
368. MS Office 2010 purchased on 1 May 2011;
369. Dell Laptop purchased on 1 May 2011;
370. Dell Laptop purchased on 1 May 2011;
371. Dell OptiPlex purchased on 1 May 2011;
372. Dell OptiPlex purchased on 1 May 2011;
373. Dell OptiPlex purchased on 1 May 2011;
374. 6 x Epson GT2500 scanner purchased on 1 June 2011;
375. Dell OptiPlex purchased on 9 June 2011;
376. Dell OptiPlex 780 purchased on 17 June 2011;
377. 4 x MS Office purchased on 14 July 2011;
378. Dell OptiPlex 780USFF purchased on 14 July 2011;
379. HP LaserJet P2055DN purchased on 26 July 2011;
380. Autodata product project manager purchased on 17 August 2011;
381. 7 x Dell PCs and 3 x Moitor Trade purchased on 17 August 2011;
382. autodata products for printers purchased on 17 August 2011;
383. 2 x Dell Laptop purchased on 17 August 2011;
384. HP Officejet Pro 8500A purchased on 24 August 2011;
385. HP LaserJet P3015 purchased on 24 August 2011;
386. MS Office for BCP Autodata purchased on 25 August 2011;
387. 5 x MS Office for BCP Autodata purchased on 25 August 2011;
388. 2 x MS Office for BCP Autodata purchased on 25 August 2011;

389. Dell OptiPlex PC purchased on 1 September 2011;
390. Dell PC/monitor purchased on 1 September 2011;
391. Dell PC/monitor purchased on 1 September 2011;
392. Dell PC/monitor purchased on 1 September 2011;
393. Misco printer purchased on 21 September 2011;
394. Dell OptiPlex PC purchased on 1 October 2011;
395. 2 x MS Office purchased on 1 October 2011;
396. MS Office purchased on 17 October 2011;
397. Network WIFI 64GB purchased on 1 November 2011;
398. 2 x Cisco firewall purchased on 1 November 2011;
399. Dell OptiPlex 790 purchased on 1 December 2011;
400. Dell OptiPlex 790 purchased on 1 December 2011;
401. Dell OptiPlex 790 purchased on 1 December 2011;
402. MS Office 2010 Home/Business purchased on 1 December 2011;
403. Dell OptiPlex 790 purchased on 1 December 2011;
404. Dell OptiPlex 790 purchased on 1 December 2011;
405. Samsung Galaxy 32GB hard drive purchased on 21 December 2011;
406. Dell OptiPlex 790 purchased on 21 December 2011;
407. Dell OptiPlex 790 purchased on 21 December 2011;
408. Dell OptiPlex 790 purchased on 21 December 2011;
409. Dell OptiPlex 790 purchased on 21 December 2011;
410. Dell OptiPlex 790 purchased on 21 December 2011;
411. HP LaserJet P2055DN purchased on 22 December 2011;
412. HP LaserJet CM1415 purchased on 1 January 2012;
413. Dell OptiPlex 790 USFF purchased on 11 January 2012;
414. Dell OptiPlex 790 USFF purchased on 11 January 2012;
415. Dell OptiPlex 790 USFF purchased on 11 January 2012;
416. HP LaserJet P2055 purchased on 23 January 2012;

417. HP LaserJet P2055DBN purchased on 23 January 2012;
418. HP LaserJet P2055 purchased on 23 January 2012;
419. HP LaserJet colour printer/scanner purchased on 1 February 2012;
420. Lenovo G570 purchased on 1 February 2012;
421. Lenovo G570 purchased on 1 February 2012;
422. MS Office 2010 purchased on 1 February 2012;
423. Iomega 1TB backup hard drive purchased on 1 February 2012;
424. HP LaserJet Pro CM1415 purchased on 1 February 2012;
425. HP LaserJet Pro CM1415 purchased on 1 February 2012;
426. HP LaserJet P2055 purchased on 1 March 2012;
427. HP LaserJet P2055DN purchased on 1 March 2012;
428. HP LaserJet Pro CM1415 purchased on 1 March 2012;
429. HP Officejet 8500A purchased on 1 March 2012;
430. HP Officejet 8500 purchased on 1 March 2012;
431. HP LaserJet Pro CM1415 purchased on 1 March 2012;
432. 4 x MS Office 2010 Home/Business purchased on 23 March 2012;
433. MS Office 2010 Home/Business purchased on 1 April 2012;
434. 5 x Dell PC purchased on 12 April 2012;
435. HP Dell printer purchased on 17 April 2012;
436. Dell PC purchased on 1 May 2012;
437. Dell PC purchased on 1 May 2012;
438. MS Office 2010 purchased on 1 May 2012;
439. MS Office 2010 purchased on 1 May 2012;
440. Sony EH3N6E purchased on 2 May 2012;
441. HP Officejet printer purchased on 16 May 2012;
442. 6 x MS Office 2010 purchased on 30 May 2012;
443. Dell OptiPlex 87W1C5J purchased on 30 May 2012;
444. 2 x MS Office 2010 purchased on 30 May 2012;

445. Dell OptiPlex 790 USFF purchased on 30 May 2012;
446. Dell OptiPlex 790 USFF J4SQB5J purchased on 30 May 2012;
447. Dell OptiPlex 790 USFF 55SQB5J purchased on 30 May 2012;
448. Dell OptiPlex 790 USFF 45SQB5J purchased on 30 May 2012;
449. Dell OptiPlex 790 USFF 35SQB5J purchased on 30 May 2012;
450. Dell OptiPlex 790 USFF 25SQB5J purchased on 30 May 2012;
451. Dell OptiPlex 790 USFF 15SQB5J purchased on 30 May 2012;
452. 9 x Dell Vostro Laptops purchased on 16 July 2012;
453. 15 x MS Office 2010 Home/Business purchased on 16 July 2012;
454. Dell OptiPlex purchased on 16 July 2012;
455. Dell OptiPlex purchased on 16 July 2012;
456. Dell OptiPlex purchased on 16 July 2012;
457. Dell OptiPlex purchased on 16 July 2012;
458. Dell OptiPlex purchased on 16 July 2012;
459. Dell Vostro 3550 purchased on 16 July 2012;
460. MS 2010 Pro purchased on 16 July 2012;
461. 4 x Samsung Laptop purchased on 29 August 2012;
462. Toshiba Z930-10X purchased on 30 August 2012;
463. 2 x MS Windows Professional purchased on 6 September 2012;
464. Dell PC purchased on 6 September 2012;
465. 2 x MS Windows purchased on 6 September 2012;
466. 4 x MS Office 2010 purchased on 14 September 2012;
467. HP Officejet Pro 8600 purchased on 9 October 2012;
468. Dell OptiPlex 790 purchased on 17 October 2012;
469. Dell Latitude E6430 purchased on 17 October 2012;
470. Dell Latitude E6430 purchased on 17 October 2012;
471. Dell Latitude E6430 purchased on 17 October 2012;
472. Dell Latitude E6430 purchased on 17 October 2012;

473. Dell Latitude E6430 purchased on 17 October 2012;
474. 5 x MS Office 2010 Home/Business purchased on 17 October 2012;
475. A5X dual core CPU 32GB flash purchased on 17 October 2012;
476. 2 x HP PR400 printers purchased on 7 November 2012;
477. Dell E6430 purchased on 9 November 2012;
478. Dell E6430 purchased on 9 November 2012;
479. Dell OptiPlex 790 purchased on 9 November 2012;
480. Dell XPS I5 2467 purchased on 9 November 2012;
481. MS Office 2010 Home/Business purchased on 14 November 2012;
482. MS Visio purchased on 14 November 2012;
483. Dell OptiPlex 7010 USFF purchased on 14 November 2012;
484. MS Office 2010 Home/Business purchased on 14 November 2012;
485. HP Officejet Pro-8600 purchased on 19 November 2012;
486. Samsung terminal screen purchased on 19 November 2012;
487. 2 x Apple Mac Mini purchased on 27 June 2014;
488. MacBook Air purchased on 16 December 2014;
489. MS Office Home for MacBook Air purchased on 16 December 2014;
490. Apple MacBook Air purchased on 29 December 2014;
491. Dell OptiPlex PC purchased on 21 May 2013;
492. 2 x Mac Mini purchased on 13 January 2015;
493. Apple MacBook Air purchased on 27 December 2012;
494. IMAC27/3.2QC purchased on 16 January 2013;
495. PC Polycon Conf System purchased on 18 June 2013;
496. 3 x Mac Mini purchased on 25 November 2014;
497. 3 x MS Office Mac Mini purchased on 25 November 2014;
498. 12 x Apple MacBook Minis purchased on 29 December 2014;
499. 16 x MS Home/Business for MacBook Mini purchased on 29 December 2014;
500. Mac Mini purchased on 2 July 2015;

501. Scanner Epson GT2500 purchased on 1 May 2014;
502. Printer Epson Dot Matrix purchased on 3 June 2014;
503. BT-PIX firewall purchased on 1 October 2001;
504. Dell flat screen monitor purchased on 1 October 2001;
505. Dell OptiPlex hard drive purchased on 6 February 2008;
506. Epson GT2500 scanner purchased on 28 July 2009;
507. Dell OptiPlex PC purchased on 1 March 2010;
508. Dell PC SYS/121 purchased on 9 April 2010;
509. HP LaserJet P2055DN printer purchased on 1 October 2010;
510. 2 x Dell 17 inch monitors purchased on 1 February 2011;
511. Dell OptiPlex Bridge PC purchased on 1 May 2011;
512. Dell OptiPlex 780 PC purchased on 17 June 2011;
513. Epson GT2500 scanner purchased on 14 July 2011;
514. MIS network equipment purchased on 1 December 2001;
515. Flat panel monitor purchased on 6 September 2005;
516. Dell PC purchased on 6 March 2007;
517. Dell PC purchased on 6 March 2007;
518. Dell flat panel VDU purchased on 6 February 2008;
519. Scanner purchased on 22 April 2008;
520. Dell computer purchased on 8 May 2008;
521. HP LaserJet printer P2035 purchased on 31 March 2009;
522. Dell OptiPlex PC purchased on 27 May 2009;
523. Dell OptiPlex PC purchased on 27 May 2009;
524. Dell OptiPlex PC purchased on 27 May 2009;
525. Dell OptiPlex PC purchased on 27 May 2009;
526. GT2500 Epson scanner purchased on 28 July 2009;
527. Dell PC SYS/121 purchased on 9 April 2010;
528. MS Office 2007 purchased on 1 August 2010;

529. 2 x Dell 17 inch monitors purchased on 1 February 2011;
530. HP LaserJet P2055DN purchased on 1 February 2011;
531. HP LaserJet P2055DN purchased on 1 March 2011;
532. Dell OptiPlex 780 MT PC purchased on 1 April 2011;
533. Dell OptiPlex Bridge PC purchased on 1 May 2011;
534. Dell OptiPlex 780 USFF PC purchased on 14 July 2011;
535. Epson GT2500 scanner purchased on 14 July 2011;
536. MS Office 2010 Home/Business purchased on 1 December 2011;
537. Dell OptiPlex PC 790 purchased on 1 December 2011;
538. Dell OptiPlex 790 PC purchased on 1 December 2011;
539. HP LaserJet P2055 purchased on 1 March 2012;
540. HP LaserJet P2055 purchased on 1 March 2012;
541. HP LaserJet Pro 400M 401 purchased on 14 November 2012;
542. 2 x HP LaserJet printers Misco purchased on 29 June 2005;
543. 17 inch flat screen purchased on 28 December 2005;
544. Dell PC purchased on 3 May 2006;
545. 2 x Dell PCs purchased on 3 May 2006;
546. HP LaserJet 4250N Misco purchased on 11 May 2006;
547. HP LaserJet P2035 printer purchased on 13 May 2009;
548. HP LaserJet 4250N purchased on 8 July 2009;
549. HP LaserJet 4250N purchased on 8 July 2009;
550. HP LaserJet 4250N purchased on 8 July 2009;
551. Epson GT500 scanner purchased on 28 July 2009;
552. Dell PC SYS/083 purchased on 26 November 2009;
553. Dell PC SYS/121 purchased on 9 April 2010;
554. 2 x Dell 17 inch monitors purchased on 1 February 2011;
555. HP LaserJet P2055 purchased on 25 February 2011;
556. HP LaserJet P2055DN purchased on 25 February 2011;

- 557. Dell OptiPlex 780MT purchased on 1 April 2011;
- 558. HP printer P2055DN purchased on 1 June 2011;
- 559. Epson GT 2500 scanner purchased on 1 June 2011;
- 560. Dell OptiPlex 780 USFF purchased on 17 June 2011;
- 561. Dell OptiPlex 780 USFF purchased on 14 July 2011;
- 562. Dell OptiPlex 780 USFF purchased on 14 July 2011;
- 563. Dell OptiPlex 780 USFF purchased on 14 July 2011;
- 564. Dell P513W inkjet printer purchased on 1 December 2011;
- 565. Dell OptiPlex 790 purchased on 1 December 2011;
- 566. Dell OptiPlex 790 7QGDC5J purchased on 16 July 2012;