

Deed of Variation of Loan Agreement

Date: 23rd JULY 2020

PARTIES

1. **Derek Knowles and Katrina Sharon Knowles**, both of 31 Wallace Brae Rise, Reddingmuirhead, Falkirk, FK20GD, and acting as Trustees of the **Aptus Pension Scheme** (the "**Lenders**"); and
2. **Kaimend Developments Limited** (Company No SC631020) whose registered office is situate at 23 Jerviswood Drive, Cleghorn, Lanark, South Lanarkshire, Scotland, ML11 7RT (the "**Borrower**").

BACKGROUND

The APTUS PENSION SCHEME (the "**Scheme**") is a registered pension scheme established by an Establishing Trust Deed dated 7th August 2017 and currently governed by the rules adopted by a Trust Deed Adopting Replacement Provisions dated 29th April 2020 and all subsequent amending deeds and documentation.

A sum of £70,000 was loaned to the Borrower subject to the terms and conditions of a loan agreement dated 23rd July 2019 (the "**Agreement**"), a copy of which is attached to this Variation as Schedule 1.

The Lenders are presently Trustees of the Scheme and have full authority to sign this Variation on behalf of the Scheme. TrusteeCo (UK) Ltd, party to the Agreement in their capacity as a Trustee to the Scheme, was removed from the Trusts of the Scheme by a Deed of Removal dated 6th April 2020.

Owing to the ongoing economic uncertainty and present unfavourable trading conditions, the Borrower has requested a postponement of the final repayment date set out in the Agreement. The Lenders have agreed to postpone the final repayment date by one calendar year and to vary the Agreement to reflect agreed changes to the final repayment date and resulting sums due.

OPERATIVE PROVISIONS

With effect from the date of this agreement, the parties agree the following variations to the Agreement:

1. Under "WITNESSETH and it is hereby agreed and declared as follows" (page 1) of the Agreement:

The loan is for a 12 month period with full repayment plus interest due within that period

Will be removed and replaced by:

The loan is for a 24 month period with full repayment plus interest due within that period

2. On page 1 of the Agreement:

The Borrower HEREBY covenants with the Lender to repay to the Scheme the said sum of Seventy Thousand Pounds (£70,000) plus interest, by one capital plus interest payment in arrears of £78,400 calculated at the Fixed rate of Interest of 12% per annum.

Will be removed and replaced by:

The Borrower HEREBY covenants with the Lender to repay to the Scheme the said sum of Seventy Thousand Pounds (£70,000) plus interest, by one capital plus interest payment in arrears of £86,800 calculated at the Fixed rate of Interest of 12% per annum.

AGREEMENT

Except as set forth in this Variation, the Agreement shall remain unchanged and shall continue in full force and effect in accordance with its terms to which both parties remain bound by. In the event of conflict between this Variation and the Agreement, the terms of this Variation shall prevail.

IN WITNESS whereof this Deed has been duly executed as a deed and is intended to be and is delivered on the date first above written.

The Lenders

SIGNED and EXECUTED as a DEED by (signature)
Derek Knowles

Acting as Trustee of the Aptus Pension Scheme

In the presence of:

Witness Signature: *Euan D. McClelland*

Witness Name: *EUAN MCCLELLAND*

Witness Address: *2 LYNESSE COURT
MILLFIELD DRIVE
POLMONT
FALKIRK
FK2 0SQ*

Witness Occupation: *FIELD SERVICE ENGINEER.*

SIGNED and EXECUTED as a DEED by *K Knowles* (signature)
Katrina Sharon Knowles

Acting as Trustee of the Aptus Pension Scheme

In the presence of:

Witness Signature: *Euan D. McClelland*

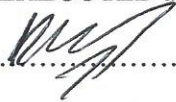
Witness Name: *EUAN MCCLELLAND*

Witness Address: *2 LYNESSE COURT
MILLFIELD DRIVE
POLMONT
FALKIRK FK2 0SQ*

Witness Occupation: *FIELD SERVICE ENGINEER.*

THE BORROWER

EXECUTED as a DEED by KAIMEND DEVELOPMENTS LIMITED acting by a director

 (signature) DECHAN ROONEY

Director

In the presence of:

Witness Signature: 

Witness Name: EVAN MCCLELLAND

Witness Address: 2 LYNESSE COURT
MILLFIELD DRIVE
POLMONT
FALKIRK
FK2 0SQ

Witness Occupation: FIELD SERVICE ENGINEER.

Schedule 1 – Original Loan Agreement

Loan Agreement

THIS LOAN AGREEMENT is made on the 23rd day of July 2019

BETWEEN:

- 1) **Derek Knowles** of 31 Wallace Brae Rise, Reddingmuirhead, Falkirk, FK2 0GD
- 2) **Katrina Sharon Knowles** of 31 Wallace Brae Rise, Reddingmuirhead, Falkirk, FK2 0GD

and

- 3) **TrusteeCo (UK) Ltd** of The Studio, Leeds Street, Sunderland, SR6 9RF as the Trustees of the **Aptus Pension Scheme** (the "**Scheme**") (the "**Lender**")

and

- 4) **Kaimend Developments Limited** of 23 Jerviswood Drive, Cleghorn, Lanark, South Lanarkshire, Scotland, ML11 7RT (the "**Borrower**")

WITNESSETH and it is hereby agreed and declared as follows:

- Neither party is a connected party
- The loan is a third party agreement
- The loan is being used for commercial purposes
- The loan is for a 12 month period with full repayment plus interest due within that period
- Security is being granted by way of a second charge
- The loan will be repaid by the last day of the agreed term
- A 12% per annum flat rate of interest is payable at any time within the term that the loan is repaid

IN consideration of

- A) The loan of Seventy Thousand Pounds (£70,000) (the "Loan") this day lent to the Borrower by the Lender (the receipt of which sum the Borrower hereby acknowledges).

The Borrower HEREBY covenants with the Lender to repay to the Scheme the said sum of Seventy Thousand Pounds (£70,000) plus Interest, by one capital plus interest payment in arrears of **£78,400** calculated at the Fixed Rate of Interest of 12% per annum.

PROVIDED ALWAYS that notwithstanding anything herein contained:

- I) The Borrower will ensure that the security is sufficient to cover the outstanding loan plus interest for the period set out in this Agreement.

Loan Agreement

- II) Payments hereunder shall be made in such manner as the Lender may require so that each payment is credited by the due payment date to the bank account of the Lender at such bank account as the Lender shall from time to time notify in writing to the Borrower.

- III) All payments to be made by the Borrower under this Agreement shall be made gross without set-off or counterclaim.

- IV) The Borrower may repay the Loan at any time in whole or in part giving no less than 1 working days' notice in writing to the Lender.

- V) The Borrower shall pay or reimburse the Lender for all fees, costs, charges and disbursements and expenses incurred by the Lender as a result of or under the terms of this Agreement.

- VI) Any amount that becomes overdue or in default will from its due date bear interest payable on demand at the rate of 12% over the average base lending rates of the main high street banks at the date of this Agreement.

- VII) The Borrower is aware of the sanctions under the Finance Act 2004 for failure to make payments under the terms of this Agreement.

- VIII) In the event that:
 - a. the Borrower shall fail to pay when due any amount payable by it hereunder or shall fail to comply with any other provision of this agreement; or
 - b. any other indebtedness of the Borrower shall or would but for the giving of notice, lapse of time or other condition become due and payable prior to its stated maturity, or any such indebtedness shall not be paid at the maturity thereof as a result of a default thereunder or any guarantee of any such indebtedness given by the Borrower is not honoured when due and called upon or any security present or future and created or assumed by the Borrower shall become enforceable; or
 - c. the Borrower shall suspend its business operations or transfer or dispose of (otherwise than in the ordinary course of trading) all or a substantial part of its assets by a single transaction or a series of transactions related or not; or
 - d. an incumbrancer takes possession or an administrator or a receiver or administrative receiver is appointed or a distress or other execution is levied or sued out upon any of the assets of or any order is made or effective resolution passed for the liquidation, winding-up or dissolution of the Borrower or if an application is made for an administration to be made in respect of the Borrower or the Borrower becomes insolvent, makes an assignment for the benefit of creditors is unable to pay its debts as they fall due or admits in writing its inability to pay its lawful debts as they mature; or
 - e. a distress or other execution is levied out or against any substantial part of the Borrower's property and is not discharged within 15 days; or
 - f. there shall occur any change in the business assets or financial condition of the Borrower which the Lender considers may materially prejudice its interests;

SSASCo.

The Studio Leeds Street, Sunderland, Tyne & Wear SR6 9RF
 0845 862 2869 | info@ssasco.co.uk
www.ssasco.co.uk


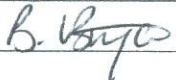
Loan Agreement



then the Lender may by notice to the Borrower (i) terminate the obligations of the Lender hereunder whereupon this agreement shall be so terminated and/or (ii) declare the Loan and other amounts payable hereunder immediately due and payable whereupon the Loan together with all interest thereon and all other amounts payable hereunder shall become immediately due and payable.

- IX) This Agreement, and any non-contractual obligations arising out of, or in connection with it, shall be governed by the Law of England unless the addresses of all the Parties are in Scotland or Northern Ireland when the Agreement shall be governed by the Law of Scotland or Northern Ireland respectively.

IN WITNESS whereof the Parties have executed this Agreement as a Deed on the date stated at the beginning of it.

Lender

SIGNED as a deed by Derek Knowles in the presence of:	
	Derek Knowles
NAME of Witness	BIANCA BRYCE
ADDRESS of Witness	2 LYNESSE COURT MILLFIELD DRIVE, POLMONT FALKIRK, FK2 0SQ
OCCUPATION of Witness	RECRUITMENT CONSULTANT
SIGNATURE of Witness	

SIGNED as a deed by Katrina Sharon Knowles in the presence of:	
	Katrina Sharon Knowles
NAME of Witness	BIANCA BRYCE
ADDRESS of Witness	2 LYNESSE COURT MILLFIELD DRIVE, POLMONT FALKIRK, FK2 0SQ
OCCUPATION of Witness	RECRUITMENT CONSULTANT
SIGNATURE of Witness	

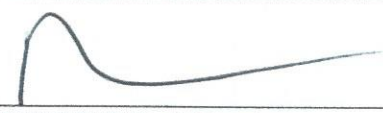
SSASCo.

The Studio, Leeds Street, Sunderland, Tyne & Wear SR6 9RF

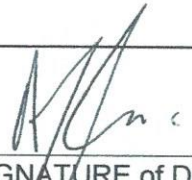
0845 862 2869 | info@ssasco.co.uk

www.ssasco.co.uk

Loan Agreement

EXECUTED as a deed by TrusteeCo (UK) Ltd acting by one Director, Rhianne Dixon , in the presence of:	
	SIGNATURE of Director
NAME of Witness	Clare Taylor
ADDRESS of Witness	66 Horsley Vale
	South Shields
	NE34 6JY
OCCUPATION of Witness	Administrator
SIGNATURE of Witness	C Taylor

Borrower

Executed as a deed by Kaimend Developments Limited acting by one Director in the presence of:	
	SIGNATURE of Director
NAME of Witness	BIANCA BRYLE
ADDRESS of Witness	2 LYNESSE COURT
	MILLFIELD DRIVE, POLMONT
	FALKIRK, FK2 0SQ
OCCUPATION of Witness	RECRUITMENT CONSULTANT
SIGNATURE of Witness	B. Bryle

SSASCo.

The Studio, Leeds Street, Sunderland, Tyne & Wear SR6 9RF

0845 862 2869 | info@ssasco.co.uk

www.ssasco.co.uk