

**DATED**

18<sup>th</sup> January 2021

**LOAN AGREEMENT**

between

Prestige Properties NW 243 Ltd

**BORROWER**

and

CHL Investments SSAS, David Nicklin SSAS and Steve Allington

**LENDERS**

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This agreement is dated:

#### Parties

- (1) **Prestige Properties NW 243 Ltd** whose registered office is situate at 14 New Market Street, Ulverston, Cumbria, United Kingdom, LA12 7LN (Company No 12147968) (**Borrower**); and
- (2) **Claire Hamlett-Ledger** of 10 Wisdom Walk, Sandbach, CW11 3SA acting as Trustee of the **CHL Investments SSAS**, **David John Nicklin** and **Jennifer Sarah Crawford** both of 13 Hunston Road, Sale, M33 4RP and both acting as Trustees of the **David Nicklin SSAS**, and **Steve Allington** of 30 Salthouse Road, Millom, Cumbria, LA18 5AE (collectively the **Lenders**).

#### Background

The Lenders have agreed to provide the Borrower with a term loan facility of **£104,000** in total. This is comprised of individual loans of:

£10,000 from CHL Investments SSAS  
£69,000 from David Nicklin SSAS  
£25,000 from Steven Allington

The three Lenders together form Loan Group 243.

The terms of this Agreement are:

#### 1 Definitions that apply to this agreement:

"Advance"	means a part of the Loan drawn down by the Borrower at his request.
"Basic rate"	means a fixed rate of interest of 10% per annum for the term of the loan.
"Final Repayment Date"	20 <sup>th</sup> January 2022
"Interest Date"	means the date on which the interest is due.
"Loan"	means the total amount of money lent now or at any later date than today, the amount outstanding as due from the Borrower to the Lenders whether of capital or interest.
"Security"	means the items set out in Schedule 1 or any one or more of them.

The terms "Lenders" and "Borrower" include in the case of a corporation, any associated or subsidiary company.

#### 2 Amount of the Loan

The Loan is in the sum of £104,000 (one hundred and four thousand pounds) or such lesser sum as shall in fact have been lent by the Lenders to the Borrower at any time this agreement subsists, or such lesser sum as shall be outstanding after part repayment has been made.

3 Purpose

- 3.1 The Borrower shall use all money borrowed to assist in the business of the Borrower and for capital purposes and for no other purpose.
- 3.2 The Lender is not obligated to monitor or verify how any amount advanced under this Agreement is used

4 Repayment conditions

The Loan amount shall be repaid in full no later than 1 (one) year from the date that the advancement is debited from without the prior agreement of the Lenders, or at an earlier date as may be required by the Lenders in the Event of Default or requested by the Borrower, subject to a minimum interest charge of 1 (one) year.

5 Costs

The Borrower shall pay all costs and expenses (together with any value added tax on them) incurred in connection with the negotiation and preparation, execution, amendment, extension, alteration, preservation and enforcement of the Loan and/or this agreement.

The Borrower shall pay any stamp, documentary and other similar duties and taxes to which this agreement may be subject, or give rise and shall indemnify the Lender against any losses or liabilities that it may incur as a result of any delay or omission by the Borrower in paying any such duties or taxes.

6 Repayment

Unless an agreement has been reached between the Borrower and the Lenders to settle the full balance of the Loan before the Repayment Date, the Borrower shall repay the Loan in full by repaying the Repayment Instalment set out below on the Repayment Date.

Repayment Date	Repayment Instalment
20 <sup>th</sup> January 2022	£114,400

The Repayment Instalment is to be comprised of separate payments to the Lenders as set out below:

Repayment Instalment	Lender
£11,000	CHL Investments SSAS
£75,900	David Nicklin SSAS
£27,500	Steven Allington

7 Interest payable

The Borrower shall pay interest on the Loan at the rate of 10% per annum for the term of the loan, with a minimum charge period of 1 year interest imposed.

8 Early repayment of part

The Borrower may repay all or part of the Loan before the due date for repayment provided that not less than seven working days' notice is given by the Borrower to the Lender specifying the amount proposed to be prepaid. Early repayment of the Loan would still be

subject to a minimum charge period of 1 years interest. This notice then binds the Borrower to make that payment on the date he has specified.

## 9 Method of payment

(a) All payments made by the Borrower under this agreement shall be in Sterling and in immediately available cleared funds to the Lenders on the Repayment Date, unless otherwise agreed with the Lenders, in the amounts specified to the following accounts:

- i) £11,000 to be paid to the CHL SSAS via an account whose details are to be provided to the Borrower;
- ii) £75,900 to be paid to the David Nicklin SSAS via whose details are to be provided to the Borrower;
- iii) £27,500 to be paid to Steven Allington via an account whose details are to be provided to the Borrower;

or such other account(s) as the Lenders may notify the Borrower.

(b) If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or, if that Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day.

(c) All payments made by the Borrower under this agreement shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding, provided that, if the Borrower is required by law or regulation to make such deduction or withholding, it shall:

- i) ensure that the deduction or withholding does not exceed the minimum amount legally required;
- ii) pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding;
- iii) furnish to the Lenders, within the period for payment permitted by the relevant law, either:
  - (i) an official receipt of the relevant taxation authorities concerned on payment to them of amounts so deducted or withheld; or
  - (ii) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
- iv) pay to the Lenders such additional amount as is necessary to ensure that the net full amount received by the Lenders after the required deduction or withholding is equal to the amount that the Lenders would have received had no such deduction or withholding been made.

## 10 Borrower's warranties

The Borrower represents and warrants that:

- 10.1 It is authorised to enter into this agreement;
- 10.2 the execution of this agreement, the borrowing, and the performance by the Borrower of his obligations are fully within the Borrower's legal authority, are not in breach of the Articles of Association of the Borrower, and do not and will not contravene or be in conflict with any provision of law or of any agreement binding upon the Borrower.
- 10.3 the Borrower has no undisclosed contingent obligations;
- 10.4 there are no material, unrealised or anticipated losses from any present commitment of the Borrower;
- 10.5 the Borrower will advise the Lenders of material adverse changes which occur at any time prior to the date of final payment;
- 10.6 no litigation, arbitration proceedings or governmental proceedings are pending or threatened against the Borrower which would, if adversely determined, materially adversely affect the financial condition of the Borrower.
- 10.7 the Borrower has filed all tax returns, if any, which are required to be filed, and has paid all taxes which have become due;
- 10.8 the Security is owned by the Borrower with no charge to any other person;

## 11 The Security

- 11.1 the Loan will be secured by way of a first charge over each of the items listed in Schedule 1, enforceable in an event of default as defined in clause 12 of this agreement.
- 11.2 The Borrower confirms that the first charge provided under clause 11.1 of this agreement is of adequate value and provides sufficient security for the Loan.

## 12 Event of Default

An "event of default" occurs when:

- 12.1 the Borrower fails to pay in full and on the due date for payment any sum due and remains in default for fourteen days after the Lenders by notice to the Borrower have demanded immediate payment; or
- 12.2 in the opinion of the Lenders, any representation or warranty made by the Borrower is found to be incorrect; or
- 12.3 If and whenever the value of the Security, as published in a recognised publication or by a recognised market, falls below 80% of the value today, then the Lenders may call upon the Borrower to make up the total value by the addition of new Security to the sum of the value today. If the Borrower fails within seven days so to make up the value of the Security, then the Lenders may treat the default as an event of default and give notice accordingly.

13 Notice of default

- 13.1 Where an event of default has occurred the Lenders may issue a notice of default to the Borrower, declaring that
  - 13.1.1 the loan (and all accrued interest and all other amounts outstanding under this agreement) is immediately due and payable, whereupon they shall become immediately due and payable, and/or
  - 13.1.2 the Loan be payable on demand, whereupon it shall become immediately payable on demand by the Lender.
- 13.2 Each Event of Default stands on its own, independently from any other Event of Default and shall not be limited by another Event of Default.

14 Consequences of Termination

At any time after issue of a valid notice of default by the Lenders:

- 14.1 a default interest rate of 1% per calendar month on the outstanding balance of the Loan will be applied, and payable in addition, to the Loan while the Loan remains outstanding;
- 14.2 the Borrower shall pay to the Lenders, on demand:
  - 14.2.1 all money due at any time under this agreement;
  - 14.2.2 damages for any breach of this agreement.
- 14.3 any and all charges held in favour of the Lenders and used to secure the Loan will become enforceable.

15 Assignment

- 15.1 This Agreement shall be binding upon any successors, permitted assigns and transferees of either party, but the Borrower shall not assign or transfer any of its rights or obligations without the previous written consent of the Lenders.
- 15.2 The Lenders may assign their rights obligations to any other person without consent of the Borrower.
- 15.3 The Lenders may disclose to a potential assignee who may propose enter into contractual relations with the Lenders, such information about the Borrower as the Lenders shall consider appropriate.

16 Promise to provide information

Until all obligations of the Borrower under this agreement have been performed in full and the Loan has been repaid, the Borrower agrees that, unless at any time the Lenders shall otherwise expressly consent in writing, he will furnish to the Lenders:

- 16.1 Within 6 months of the Lenders' Year End during the term of the loan, a financial statement will be provided to the Lenders;



- 16.2 The Lenders may request that the Financial Statement be Independently audited and the Borrower will do everything necessary in an expedient manner to assist with that request. The costs for the Audit will be borne by the Borrower.
- 16.3 The Financial Statement will be prepared on a consolidated basis and in conformity with generally accepted accounting principles, duly certified by an independent and professionally qualified accountant.
- 16.4 from time to time such other information concerning the Borrower as the Lenders may reasonably request.

17 Contract is divisible

Each sub paragraph in this agreement is independent and severable from each other paragraph and therefore separately enforceable. If any restriction is unenforceable for any reason but would be enforceable if part of the wording were deleted, it will apply with such deletions as may be necessary to make it valid and enforceable.

18 Notices and service

- 18.1 Any notice or other information required or authorised by this agreement to be given by either party to the other may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address last provided for that type of communication.
- 18.2 Any notice or other information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, or that it has not been so returned to the sender, shall be sufficient evidence that it has been duly given.
- 18.3 Any notice or other information sent by electronic means, shall be deemed to have been duly sent on the date of transmission.
- 18.4 Service of any legal proceedings concerning or arising out of this agreement shall be effected by causing the same to be delivered to the party to be served at his main place of business or his registered office, or to such other address as may from time to time be notified in writing by the party concerned.

19 Headings

The headings in this document are for reference only.

20 Dispute Resolution

In the event of a dispute arising out of this agreement the parties undertake to attempt to settle it through professional mediation before commencing litigation.

21 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.



22 Jurisdiction

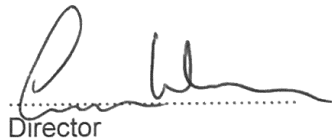
This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed by **Neil Hodgson**  
for and on behalf of Prestige  
Properties NW 243 Ltd



Director

Signed by **Carl Waters**  
for and on behalf of Prestige  
Properties NW 243 Ltd

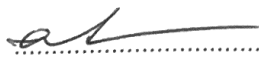


Director

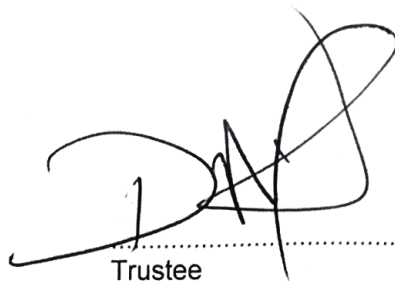
Signed by **Claire Hamlett-Ledger**  
Acting as Trustee of the CHL  
Investments SSAS

  
Trustee

In the presence of

  
Witness name  
CHARLENE CHAPMAN  
9 WISDOM WALK  
SANDBACH  
CHESHIRE  
CW4 3SA.  
Witness Address

Signed by **David Nicklin**  
Acting as Trustee of the David Nicklin  
SSAS



Trustee

In the presence of

A. Standing

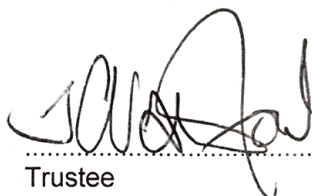
A. J. STANDRING

Witness name

77 HEYES LN.  
TIMPERLEY  
ALTRINCHAM  
CHESHIRE  
WAIS 6EH

Witness Address

Signed by **Jennifer Sarah Crawford**  
Acting as Trustee of the David Nicklin  
SSAS



Trustee

In the presence of

A. Standing

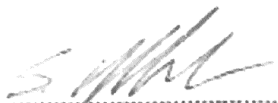
A. J. STANDRING

Witness name

77 HEYES LN.  
TIMPERLEY  
ALTRINCHAM  
CHESHIRE  
WAIS 6EH

Witness Address

Signed by Steven Allington



In the presence of

ADELE ALLINGTON

Witness name

S L Allington

30 SALTHOUSE RD

MELTON

CUMBERIA

LA5 5HE

Witness Address

## **Schedule 1**

The security described:

A first charge over a property known as 243 Dalton Road, Barrow-In-Furness, Cumbria, LA14 1PQ entitling the Lenders to the proceeds of sale

OTHER ARE NO OFFICIAL OBSERVATIONS.

\_\_\_\_\_  
HOLDER'S SIGNATURE/SIGNATURE DU TITULAIRE

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

P GBR 554406115

NICKLIN

DAVID JOHN

BRITISH CITIZEN

27 JUN / JUIN 69

M URMSTON

17 APR /AVR 18 HMPO

17 APR /AVR 28

SEE PAGE ABOVE

P<GBRNICKLIN<<DAVID<JOHN<<<<<<<<<<<<<<<<  
5544061153GBR6906274M2804176<<<<<<<<<<<<<08

I certify that this document is a true copy of the original document and a true likeness of my client.

Signed U. O.

Date 23/11/2020

Stratagem Financial Planning Ltd

1 Park Lane, Poynton, Cheshire

SK12 1RD 0161 464 4000

FCA Reference 819330

Signed by David Shirley



Utility  
Warehouse

Miss Jennifer Crawford & Mr David NICKLIN  
13 Hunston Road  
Sale  
Cheshire  
M33 4RP

Manage your account, anytime,  
anywhere, from the Clubhouse

Download our free app for iOS and Android,  
or visit [uw.co.uk/login](http://uw.co.uk/login)

Visit our online help centre at [uw.link/bills](http://uw.link/bills)  
or call us on **0333 777 0 777**

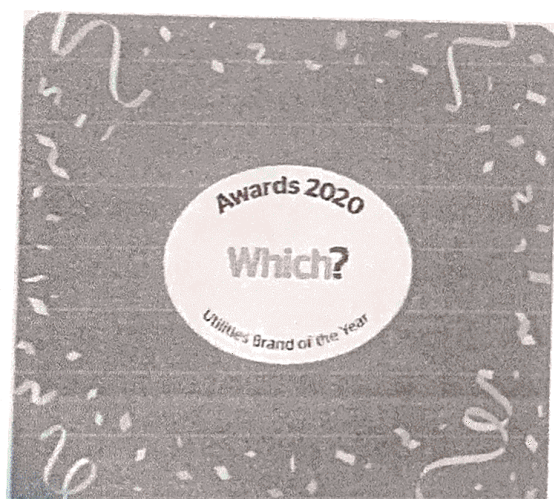
Your account number: **8170436**

Bill date: 7 November 2020

Bill number: 160623164

Everything in one place

# Here's your monthly bill



## Everyone loves a winner

Get the party poppers out.  
You're with the No.1 Utilities  
Provider as chosen by consumer  
champions Which?

Why not recommend us  
to your friends and family?

Signed by  
David Shirley

CERTIFIED TRUE COPY  
OF AN ORIGINAL DOCUMENT

SIGNED *[Signature]*

DATE *23/11/2020*

Stratagem Financial Planning Ltd  
1 Park Lane, Poynton, Cheshire  
SK12 1RD 0161 464 4000  
FCA Reference 819330

	page 2	£85.00
	page 7	£10.00
	page 8	£36.08
<input type="checkbox"/> Credits & Debits	page 9	£2.00

**Total charges** **£133.08**  
£121.35 + £11.73 VAT

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PASSPORT  
PASSPORT

**P**

**GBR**

536375353

**CRAWFORD**

**JENNIFER SARAH**

BRITISH CITIZEN

07 JAN / JAN 66

F WINCHESTER

22 APR / AVR 16

**HMPO**

22 MAY /MAI 26

Scratchord

P<GBRCRAWFORD<<JENNIFER<SARAH<<<<<<<<<<<<<<<  
5363753536GBR6601074F2605225<<<<<<<<<<<<<00

**CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL SEEN BY ME**  
*This is a true likeness of the person*

**SIGNED**

DATE \_\_\_\_\_

DAVID NICKLIN CERT<sup>PPS</sup>~~ER~~II (MP)

~~09/11/2017~~  
Protection Houses  
Stratagem FP

1 Park Lane -  
Paynton.

SKIZ IRD

FEA 81933 0



**DRIVING LICENCE**

UK

1 CRAWFORD  
2 MISS JENNIFER SARAH


3 07.01.1966 UNITED KINGDOM  
4a 12.10.2019 4c DVLA  
4b 26.04.2026

5 CRAWF651076JS9PM 73

7 *W. Stone*

8 13 HUNSTON ROAD, SALE, M33 4RP

9 AM/A/B1/B/C1/D1/BE/C1E/D1E/f/k/l/n/p/q



CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL SEEN BY ME  
*This is a true likeness of the person*

SIGNED

DATE

*15/01/2021*  
*Protection Adviser*

*Stratagem FP.*

*1 Park Lane*

*Reynham*

*SK12 1RD*

*FA 819 330*

*DAVID MCKIN CRTPAS CRTCI (MP)*

CERTIFIED TRUE COPY  
OF AN ORIGINAL DOCUMENT

SIGNED .....  
DATE 15/05/21

Protection Adviser

Stratagem RP

1 Park Lane

Hyndley

SA21RD

FA 819330

DND NICK IN (RE) SECRETARIAL (MP)

**DRIVING LICENCE**

1. HAMLETT-LEDGER  
2. MRS CLAIRE  
3. 06.05.1969 UNITED KINGDOM  
4a. 20.08.2014 4c. DVLA  
4b. 23.05.2021  
5. HAMLE655069C99FX 54  
7.   
8. 10 WISDOM WALK, ELWORTH, SANDBACH, CW11 3SA  
9. AM/A/B1/B/C1/D1/BE/C1E/D1E/I/k/l/n/p/q

UK

23.05.2021





•THERE ARE NO OFFICIAL OBSERVATIONS•



PASSPORT  
PASSEPORT

Type Type

GBR

503138240

Surname/Name (1)

HAMLETT-LEDGER

Green names: *Prionoxystus* (2)

CLAIRE

Nationality, Nationalité (3)

BRITISH CITIZEN

Date of birth: (have the respondent fill in)

06 MAY /MAI 69

Box 300000 Place of birth, year and date  
2-1-1977

F CHESTER

Date of issue: Date de publication (7) 6 6 1111 6 1111

14 JUL /JUIL

14 APR 1968 22

P<GBRHAMLETT<LEDGER<<CLAIRE<<<<<<<<<<<<<<<<<<<  
5031382408GBR6905060F2204145<<<<<<<<<<<<<02

**CERTIFIED TRUE COPY  
OF AN ORIGINAL DOCUMENT**

**SIGNED**

DATE \_\_\_\_\_

Protection Adviser  
Stratagem FP  
1 Park Lane Mayton  
SN2 1RD.  
FEA 819330  
DAVID NICKLIN C



DRIVING LICENCE



21.07.2020

1. ALLINGTON  
2. MR STEVEN

3. 04.11.1973 ENGLAND  
4a. 21.07.2020 4b. DVLA

4b. 20.07.2020

5. ALL/N711043589YL 11

7.

8. 38 SALTHOUSE ROAD, WILLOW, LA18 6AZ

9. AM/A/B1/B/C/D1/BE/G1E/D1E/N/A/M/p/a





\*\*\*\*\*  
 @THERE ARE NO OFFICIAL OBSERVATIONS.  
 \*\*\*\*\*

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

XM00079

P<GBRALLINGTON<<STEVEN<<<<<<<<<<<<<<<<<<  
5762443287GBR731104OM3003127<<<<<<<<<<<<<D4



Efficiency. Dedication. Together

**Address:** Utility Point Limited, Floor 7, Merck House  
Seldown Road, Poole, BH15 1TW  
**Phone:** 03455 577878  
**Email:** [help@utilitypoint.co.uk](mailto:help@utilitypoint.co.uk)  
**WebChat:** [utilitypoint.co.uk/contact](https://utilitypoint.co.uk/contact)

Mr Steven Allington  
30 Salthouse Road  
Millom, Cumbria  
LA18 5AE

Membership number: UPD0011628  
Statement number: 3337104  
Statement date: 05/01/2021

Dear Mr Steven Allington

### Don't forget to send us your meter readings

So we can ensure your energy costs are as accurate as possible, please send us your meter readings monthly. You can submit your meter readings at anytime online through your Utility Hub.

### Could you pay less ?

Over the next 12 months, we have estimated your personal projection:

Electricity projection: £1093.04  
Gas projection: £690.92

This projection includes your energy usage, standing charges and VAT.

### Relevant Cheapest Tariff:

Good news - you're already on the cheapest similar tariff. We'll let you know if this changes.

### Alternative Cheapest Tariff:

Good news - you're already on the cheapest similar tariff. We'll let you know if this changes.

### Impartial advice

Citizens Advice can provide independent info on energy switching. You can call them on 0808 223 1133. For Welsh Speaking Consumer Service you can call 0808 223 1144.

Further advice is available at  
<https://www.utilitypoint.co.uk/know-your-rights/>

### Saving energy

One of the best ways to save money on your energy costs is to use your energy more efficiently. You can get handy tips on saving from the Independent Energy Saving Advice Service on 0300 123 1234.

## Your Energy Statement

### Supply Address:

30 Salthouse Road  
Millom, Cumbria  
LA18 5AE

### For the period 05/12/2020 to 04/01/2021

<b>Opening balance</b>	<b>£124.24 in debit</b>
------------------------	-------------------------

You paid us - thank you	£40.00
-------------------------	--------

Cost of your energy this statement

Electricity	£125.92
-------------	---------

Gas	£102.32
-----	---------

<b>Subtotal</b>	<b>£228.24</b>
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<b>Your new account balance</b>	<b>£312.48 in debit</b>
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Further information can be found on page 2 and 3.

### Remember:

As you are making regular direct debit payments this statement is for information only and does not require payment.

**It might be worth thinking about switching your tariff or supplier.**