

Fixed Rate Business Loan Agreement

between

National Westminster Bank Plc

and

The Trustees of the Jason P Thorpe SSAS Pension

Our ref: 4203598/MD1/LB

THIS AGREEMENT is made between:-

- (1) National Westminster Bank Plc (the "**Bank**"); and
- (2) **Jason Paul Thorpe and Paul Joseph Thorpe** (the "**Customer**") as trustees from time to time of the **Jason P Thorpe SSAS Pension** (the "**Trust**")

to set out the terms and conditions on which the Bank is pleased to make available to the Customer a loan of £148,500 (the "**Loan**") for the term of 21 years commencing on the date on which the Loan is drawn (the "**Term**"). During the first 10 years of the Term (the "**Initial Period**") interest on the Loan will be at a fixed rate to be agreed between the Bank and the Customer. Once agreed, the Bank will complete an Interest Fixing Schedule in the form attached and provide a copy to the Customer.

1 Purpose

- 1.1 The Loan shall be utilised to on lend to Cozee Ltd (the "**Principal Employer**") and to pay the security fee detailed in clause 5.1(a).

2 Preconditions

- 2.1 The Bank shall not be obliged to provide the Loan unless the following conditions are satisfied by the date on which the Loan is drawn:-

- (a) the Bank has received and is satisfied with a draft of the lease agreement (the "**Lease**") to be granted by the Customer in respect of Thorpe Meadows Equestrian Centre, Carr Lane, Eastoft Road, Crowle, Scunthorpe (the "**Property**") to the Principal Employer.
- (b) the Bank has received and is satisfied with (i) a certified copy of the deed(s) together with any other associated deed(s) or document(s) governing the Trust and (ii) a letter signed by the Customer addressed to the Bank confirming that no applicable borrowing limits will be breached or exceeded by the drawing of the Loan.
- (c) the Bank has received the duplicate of this Agreement signed by the Customer.
- (d) any security to be granted in terms of Clause 8 is valued and completed to the satisfaction of the Bank.
- (e) the availability as security for the Loan of any existing security is confirmed to the satisfaction of the Bank.
- (f) the insurance referred to in Clause 12.8(a) has been effected to the satisfaction of the Bank.
- (g) the Bank has received a professional valuation of the Property which:-
 - (i) has been carried out by a surveyor/valuer acceptable to the Bank.
 - (ii) is addressed to the Bank or is accompanied by written confirmation to the Bank from the surveyor/valuer that it can be fully relied upon by the Bank.
 - (iii) indicates a value acceptable to the Bank.
 - (iv) is otherwise acceptable to the Bank in form and substance.
- (h) the Bank has received and is satisfied with copies of all necessary planning permissions, consents and/or warrants in respect of the work to be carried out in respect of the Property.
- (i) confirmation from the existing lender(s) that the total borrowing secured by the Property does not exceed £126,500.
- (j) the Bank has received and is satisfied with personal credit reference searches relating to Jason Paul Thorpe, Paul Joseph Thorpe and Kelly Chapman.

(k) the Bank has received and is satisfied with the Principal Employer.

(l) the Bank has received and is satisfied with a builders schedule of costs and work completed/outstanding to confirm works largely completed with no further cost to be incurred in respect of the Property.

(m) the Bank is satisfied that no default event as outlined in Clause 13 (an "Event of Default") (or event which may result in an Event of Default) has occurred or may occur as a consequence of the Loan being drawn.

2.2 If the preconditions detailed in Clause 2.1 are not complied with by 21 February 2017, the Bank shall not be obliged to provide the Loan.

3 Drawdown

3.1 The Loan must be drawn down in one amount by the earlier of (1) the date which is 3 months from the date the Bank has signed this Agreement and (2) the Fixed Rate Availability Date detailed in the latest Interest Fixing Schedule issued to the Customer.

3.2 If the Trust maintains a current account with the Bank then the Bank may credit the Loan proceeds to such account. Otherwise the Loan will be drawn in accordance with the Customer's instructions.

4 Interest

4.1 During the Initial Period interest on the Loan shall be charged at the fixed rate shown in the latest Interest Fixing Schedule issued to the Customer. On expiry of the Initial Period, unless otherwise agreed between the Bank and the Customer, interest on the Loan shall be charged at 3.67% per annum above the Bank's Base Rate prevailing at that time. The Bank's Base Rate may vary from time to time.

4.2 Interest shall be charged on the daily balance outstanding on a year of 365 days and shall be compounded quarterly on the final business day of March, June, September and December in each year (or on such other dates as the Bank may advise from time to time), on expiry of the Initial Period and on final repayment of the Loan.

4.3 At any time after an Event of Default has occurred, which has not been waived or remedied, the Bank shall be entitled to charge interest at a rate of:-

(a) during the Initial Period, 2% per annum above the fixed rate; or

(b) on expiry of the Initial Period, 5.67% per annum above the Bank's Base Rate

(or such other rate as may be determined by the Bank and notified to the Customer from time to time) on the aggregate of the Loan and any outstanding interest up to the earlier of (i) the date on which the Bank notifies the Customer in writing that it is satisfied that such Event of Default has been remedied and (ii) the date on which the Loan is repaid and any other amounts outstanding under this Agreement have been paid in full. Interest shall be payable at that rate both before and after demand, court decree or judgment.

5 Charges

5.1 The Customer shall pay to the Bank:-

(a) a security fee of £1,500 on the date the Loan is drawn down (or such other date as the Bank at its discretion may agree);

(b) all legal/security expenses and valuation/survey fees (including the fees and expenses of any legal and other professionals whether directly employed by the Bank or who provide other services to the Bank) in connection with this Agreement and the creation and discharge of the security detailed in Clause 8 (the "Security") when they are incurred and the actual amount ascertained;

(c) any charge incurred in terms of Clauses 3, 6 and 10; and

- (d) any expenses incurred by the Bank in enforcing or preserving its rights under this Agreement and the Security, with interest thereon at the rate applicable to the Loan. Such expenses shall include (but not be limited to) the cost of communicating with the Customer after any Event of Default and also any internal management and administrative costs of the Bank.

5.2 The Customer shall remain liable for any outstanding charges detailed in Clause 5.1 if this Agreement is cancelled by the Bank.

6 Repayment

6.1 The Loan together with interest thereon shall be repaid by regular instalments as detailed in the latest Interest Fixing Schedule and then by substantially equal repayments as advised in writing to the Customer by the Bank, to ensure full repayment by the end of the Term. The first instalment shall be paid 1 month after the Loan is drawn with subsequent instalments being paid monthly thereafter until the Loan and interest has been repaid in full.

6.2 The Customer may make additional repayments at any time.

6.3 Following any additional repayment, or if after the end of the Initial Period the Bank's Base Rate changes, the Bank may vary the amount of the remaining instalments to reflect the repayment or change. Any variation in the amount of such remaining instalments will be advised to the Customer in writing by the Bank.

6.4 No amount repaid or prepaid may be redrawn under this Agreement.

7 Method of Payment

7.1 If the Trust maintains a current account with the Bank then the Bank will be entitled to debit the payments of capital and interest and any other amounts payable by the Customer under this Agreement to such current account.

7.2 If the Trust does not maintain a current account with the Bank then the Customer will be required to make such arrangements as the Bank may require, including, without limitation, the maintenance of payment instructions acceptable to the Bank, in respect of payments of capital and interest required under this Agreement.

7.3 All payments made by the Customer under this Agreement shall be made without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges or otherwise) unless the Customer is required by law to do so in which case the Customer will promptly pay to the Bank such additional sums as will make the net sum received by the Bank equal to the full sum payable had there been no deduction or withholding.

8 Security

8.1 The Customer's obligations to the Bank under this Agreement shall be secured by way of:-

- (a) all existing security, if any, held by the Bank for the Customer's liabilities.
- (b) a first Legal Charge in the Bank's preferred form over the Property and its associated assets.
- (c) such further security as the Bank may at any time hereafter hold in respect of the Customer's liabilities to the Bank of any kind.

9 Financial Information

9.1 The Customer will provide any information regarding its business or financial condition as the Bank may reasonably request.

10 Change of Circumstances

10.1 The Customer shall pay to the Bank within 3 days of demand a charge representing the amount certified by the Bank as sufficient to compensate the Bank if as a result of any change in the law or its interpretation or administration or compliance with any requirement of the Bank of England or other regulatory or fiscal authority the cost to the Bank of making the Loan available is increased (including any tax other than a tax imposed on the Bank's overall net income) or the Bank's expected rate of

return under this Agreement is reduced. The Bank's certificate shall in the absence of manifest error be conclusive.

- 10.2 The Bank may stop any further drawings and require repayment of the Loan, all interest accrued and all other sums payable by the Customer under this Agreement if it becomes unlawful in any jurisdiction for the Bank to perform this Agreement.

11 Representations and Warranties

11.1 The Customer represents and warrants (save as disclosed to and agreed by the Bank) that:-

- (a) the Customer is governed by the Trust Deed dated 7 May 2014 together with the Deed of Appointment of Trustee dated 12 October 2016 (the "Trust Deed").
- (b) there has been no amendment or supplement to the Trust Deed since 7 May 2014 with the exception of the Deed of Appointment of Trustee dated 12 October 2016.
- (c) the Trust Deed appointed the Customer as the trustees from time to time of the Trust and that the Trust has been validly established and is authorised to carry on its affairs as presently conducted;
- (d) the Customer is properly appointed as the trustees of the Trust and has the power to hold and deal with the property and assets of the Trust;
- (e) the Trust is registered under the Finance Act 2004;
- (f) the Customer has the power under the Trust Deed to execute, deliver and perform its obligations under this Agreement and under any security provided by the Customer, and all necessary action has been taken to authorise the execution, delivery and performance of this Agreement and of any security provided.
- (g) this Agreement and any security provided by the Customer pursuant to Clause 8 constitutes legal, valid and binding obligations on them.

12 Undertakings

12.1 The Undertakings in this clause shall remain in force until the Loan has been repaid in full.

12.2 The Customer shall immediately notify the Bank in the event of an Event of Default occurring.

12.3 The Customer shall not (insofar as the Trust is concerned):-

- (a) grant any security over the assets of the Trust to any third party;
- (b) sell, transfer, lease or otherwise dispose of any assets of the Trust, including the Property (other than assets which are disposed of in the ordinary course of business, provided they are not subject to a fixed charge in favour of the Bank);
- (c) vary or waive any term of or accept a surrender of any lease or licence of any property charged to the Bank, or consent to a tenant assigning or sub-letting; and
- (d) enter into any obligation, whether by way of borrowing from another source, leasing commitments, factoring of debts, granting of guarantees or by any other means

without the prior written consent of the Bank.

12.4 The Customer shall (insofar as the Trust is concerned):-

- (a) comply with all applicable environmental laws, regulations or practices;
- (b) obtain, renew and comply with all environmental licences, permits or authorisations required for the purposes of the Trust's activities; and
- (c) conduct the Trust's activities in a manner which will ensure that no environmental claim is made against the Customer or the Trust.

12.5 The Customer shall, and shall procure that any person who holds a licence in connection with the Trust's activities shall, as necessary (insofar as the Trust is concerned):-

- (a) obtain, renew, retain and comply with all necessary certificates, licences, permits, consents or other authorisations required for the purposes of the Trust's activities; and
- (b) comply with all applicable laws, regulations or other legal requirements.

12.6 The Customer shall use the Loan for the purpose specified in Clause 1.

12.7 The Customer shall supply to the Bank as soon as it becomes available but in any event within 7 days of its execution or completion a copy of all deed(s) or other documents relating to or amending the trust deed executed or completed after the date of this Agreement.

12.8 Without prejudice to the provisions of any security held in terms of this Agreement the Customer shall:-

- (a) keep the Property fully insured against fire and other reasonable risks (including, if required by the Bank, terrorism cover) for its full reinstatement value with an insurer acceptable to the Bank and when called upon to do so produce to the Bank the relative policy (or where the Bank agrees a copy of it) and premium receipts;
- (b) comply with all applicable fire, health and safety laws and regulations in respect of the Property; and
- (c) maintain the Property in good and sufficient repair, permit after seven days clear notice in writing the Bank or its agents to enter the Property to examine its condition, and make good any defects/undertake any repairs within such reasonable period as the Bank may require.

12.9 The Customer will ensure that any Precondition in Clause 2.1 which the Bank agrees to defer until after drawdown is satisfied within the period specified by the Bank.

12.10 The Customer undertakes at all times to comply with the Bank's account opening / 'know your customer' requirements / procedures and to promptly, on request, supply to the Bank (or procure the supply to the Bank of) such documentation / information as is required to enable the Bank to comply (or continue to comply) with these requirements / procedures.

13 Default

13.1 If any Event of Default occurs, then the Bank may by written notice to the Customer declare the Loan, all interest accrued and all other sums payable by the Customer under this Agreement to be immediately due and payable and/or terminate the obligations of the Bank under this Agreement. Each of the following events is an Event of Default:-

- (a) the Customer fails to pay any amount payable under this Agreement on the due date.
- (b) the Customer fails to comply with any provision of this Agreement and, where capable of remedy, such failure is not remedied to the reasonable satisfaction of the Bank within 7 days of the Bank giving notice to the Customer requiring the Customer to remedy the same.
- (c) the Customer, any guarantor or any other grantor of the Security fails to comply with any provision of the Security and, where capable of remedy, such failure is not remedied to the reasonable satisfaction of the Bank within 7 days of the Bank giving notice to the Customer/guarantor/other grantor requiring the Customer/guarantor/other grantor to remedy the same.
- (d) any information given or warranty or representation made by, or on behalf of, the Customer to the Bank proves inaccurate.
- (e) any breach of trust in relation to the Trust occurs.
- (f) the termination or dissolution of the Trust occurs.
- (g) the Customer ceases to be the trustees of the Trust.
- (h) the Trust ceases to be registered under the Finance Act 2004.

- (i) the Lease is sold, transferred, assigned or otherwise disposed of by the Principal Employer.
- (j) any resolution is passed, petition presented, proceedings commenced or other procedure or step taken in any jurisdiction for the liquidation of the Principal Employer or any Subsidiary.
- (k) any procedure is used against the Customer (insofar as the Trust is concerned) or the Trust to attach or take possession of any property of the Trust for payment of a debt.
- (l) any insolvency or bankruptcy proceedings are commenced against the Customer or the Trust in any jurisdiction or the Customer or the Trust makes arrangements with its creditors.
- (m) the death of the Customer.
- (n) a receiver or other similar official is appointed in respect of any of the property of the Principal Employer or any Subsidiary.
- (o) any application or petition for an administration order is made or there is given to the Bank or any other person a notice (whether formal or informal) of intention to appoint an administrator or any such appointment is made in relation to the Principal Employer or any Subsidiary.
- (p) a default arises under any other liability of the Customer (insofar as the Trust is concerned) to the Bank or to any other creditor or any such liability is not paid when due or when a demand has been made.
- (q) any distress, execution, attachment or other legal process affects the whole or a material part of the assets of the Trust.
- (r) the Property is sold, transferred or otherwise disposed of (save in the case of the proceeds of such disposal being directed to the Bank in permanent reduction / repayment of the Loan).
- (s) the Property is destroyed.
- (t) if applicable the cancellation of, or failure to renew, for whatever reason, any Policy(ies) of Assurance effected in connection with the Loan or any premium payable thereunder remains unpaid for a period of 7 days or more or there is any reduction in the amount of any premium payable thereunder.
- (u) there is a significant drop in the value of the Trust's assets or the Security or any guarantor or other grantor of security serves notice to discontinue the security.
- (v) any other circumstances arise which may reasonably lead the Bank to believe that the Security might be prejudiced or that the Customer's obligations to the Bank under this Agreement will not be met.

14 Law


- 14.1 English law governs this Agreement and the English courts have exclusive jurisdiction. The Customer irrevocably submits to the jurisdiction of the relevant courts and irrevocably agrees that a judgement or ruling in any proceedings in connection with this Agreement in those courts will be conclusive and binding on the Customer and may be enforced against the Customer in the courts of any other jurisdiction.

15 Miscellaneous

- 15.1 Without any obligation upon the Bank to do so, the Bank shall be entitled to allow the Customer extended time to pay or grant any other indulgence to the Customer without affecting any of the rights of the Bank in whole or in part.
- 15.2 Unless the context otherwise requires, words denoting the singular only shall include the plural and vice versa.
- 15.3 The obligations under this Agreement are binding on all persons included in the definition "Customer", jointly and severally (that is to say, each person can be held jointly and individually responsible for all of the obligations of the Customer) but without prejudice to such joint and several liability the Bank shall not be entitled to recover any amount under this Agreement in excess of the value of the assets of the Trust available to the Customer as trustees of the Trust.

- 15.4 Any notice or demand for payment made by the Bank under this Agreement shall be sent to the Customer's address at 16 Cross Street, Crowle, Scunthorpe, North Lincolnshire DN17 4LJ or such other address as the Customer may notify to the Bank in writing.
- 15.5 The Bank may give to anyone any information about the Trust, this Agreement or any associated security in connection with any proposed transfer of, or financial arrangement by reference to, this Agreement. The Bank may allow any person to take over any of its rights and duties under this Agreement and any associated security. References to the Bank in this Agreement include its successors in title.
- 15.6 The Customer may not transfer the benefit of this Agreement.
- 15.7 In addition to any other rights to which it may be entitled, including rights under any guarantee or security, the Bank may retain, set off or appropriate any credit balances in the name of the Trust (whether current or not yet due) against the Customer's obligations to the Bank under this Agreement. The Bank may exercise any of these rights without prior notice both before and after demand and in so doing may convert to sterling at the prevailing market rate of exchange any balance which is in a currency other than sterling.
- 15.8 If a change in the currency of the United Kingdom occurs (including where there is more than one currency or currency unit recognised at the same time as the lawful currency), this Agreement will be amended to the extent the Bank determines is necessary to reflect the change.

Signed for and on behalf of the Bank

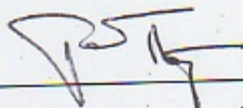


Date 02/12/2016

The Customer having decided that the proposed borrowing is appropriate and in the best interests of the Trust, hereby accepts the above terms and conditions.

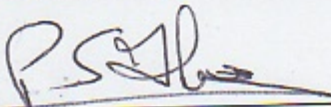
Sign only if you want to be legally bound by the terms of this Agreement.

Signature of Jason Paul Thorpe



Date 05/12/2016

Signature of Paul Joseph Thorpe



Date 6/12/2016

This is the **Interest Fixing Schedule** referred to in the Loan Agreement between the Customer and National Westminster Bank Plc. This amends and replaces any previous Interest Fixing Schedules issued in connection with that Loan Agreement.

Customer: **The Trustees of the Jason P Thorpe SSAS Pension**

Fixed Rate: _____ % per annum

Fixed Rate Availability Date: _____

Instalments: _____ payments of £ _____

Signed for and on behalf of the Bank

Date _____



Your information

Who we are

We are a member of The Royal Bank of Scotland Group (the Group). For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Minicom 0845 900 5960.

Your electronic information

If you contact us electronically, we may collect your electronic identifier (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

How we use your information and who we share it with

Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties. We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change. If you would like a copy of the information we hold about you, please write to: The Data Protection Manager, Retail Regulatory Risk, 2nd Floor, Business House B, RBS Gogarburn, PO Box 1000, Edinburgh EH12 1HQ. A fee may be payable.



Credit reference agencies

We may make periodic searches at credit reference agencies and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your account including your account balance, credit limit and any arrears. We will also provide this information to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.



Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact any branch. The agencies may charge a fee.