

Date: 27 Mar 2020

the Lender: Empowered Pensions Ltd *and*
Tobin Nathan Jenkins

and

the Borrower: Ssassy Property Ltd

and

the Guarantor: John Russell McQueen Govan
Clive Hugh Maple
Ian John Pritchett

Loan Agreement

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This Agreement is made on 27 Mar 2020

Between

(1) **Tobin Nathan Jenkins** of The White House, Filkins, Oxford, Oxfordshire, GL7 3JQ

and

Empowered Pensions Ltd(CRN 04735293) as Trustees of the *JENKINS INVESTMENTS* SSAS (PSTR 20000564RY), 1 Carts and Wagons, Felcourt Farm, Felcourt Road, Felcourt, East Grinstead RH19 2LQ (the **Lender**);

and

(2) **Ssassy Property Ltd** (CRN 10727585) c/o Optimise Accountants Limited, 31-33 Meadow Lane, Long Eaton, Nottingham, NG10 2FE (the **Borrower**)

and

(3) **John Russell McQueen Govan** of 12 Bowness Avenue, Headington, Oxford, OX3 0AJ

and

Clive Hugh Maple of 19 Verica Gardens, Pamber Heath, Hampshire, RG26 3EU

and

Ian John Pritchett of Hawthorns, Kingston Road, Frilford, Abingdon, OX13 5NX (the **Guarantor**)

Recitals

- A. The Lender has agreed to provide a loan to the Borrower of £70,000.00 (seventy thousand pounds) (the **Loan**) subject to the terms and conditions of this Agreement.
- B. The Guarantors are directors of the Borrower.
- C. The Guarantors have agreed to guarantee the Indebtedness of the Borrower to the Lender subject to the terms and conditions of this Agreement.
- D. The Borrower shall repay the Loan together with interest.

Definitions and Interpretation

Assets means the all the Borrower's company assets wherever they be situated.

Business Day means a day (other than Saturday, Sunday and public holidays) when banks are generally open for business.

Default Rate means the interest rate payable as defined in clause 6.3 hereof.

Event of Default means any one of the events specified in Schedule 1 hereof.

Guarantee means the guarantee and indemnity provided under clause 8 hereof.

Indebtedness means the Loan together with all interest and all other amounts owing from time to time under this Agreement from the Borrower to the Lender.

Interest means the interest as defined in clause 6 hereof.

Interest Payment Date means the date defined in clause 6.2 which is the date on which the interest must be paid.

Loan means the principal amount advanced and outstanding under this Agreement.

Unless the context otherwise requires:

1. each gender includes the other;
2. the singular and the plural each includes the other;
3. references to clauses, schedules or appendices are to clauses or schedules of and appendices to this Agreement;
4. references to this Agreement includes its Schedules;
5. references to persons include individuals, unincorporated bodies, government entities companies and corporations;
6. clause headings do not affect their interpretation; and
7. references to legislation include any modifications or re-enactment thereof before the date of this Agreement.

Operative provisions

1. Nature of Facilities

- 1.1. The Lender hereby makes available to the Borrower the Loan upon and subject to the terms and conditions of this Agreement.
- 1.2. Any indebtedness of the Borrower will be secured by the Security Documents.

2. Conditions Precedent

- 2.1. The Lender shall not be obliged to provide the Loan unless the Lender has received:
 - (a) the duplicate of this Agreement signed by the Borrower and the Guarantor;
 - (b) a Board Minute of the Borrower authorising acceptance and execution of the Agreement and nominating one or more persons to sign and execute this Agreement on behalf of the Borrower;

3. Representations and Warranties

- 3.1. The Borrower represents and warrants to the Lender at the date of this Agreement:
 - (a) **Legal Status:** the Borrower is a company duly incorporated, validly existing and in good standing under the laws of England and Wales.
 - (b) **Assets:** the Borrower has power to own its assets and conduct its business as it is now being conducted.
 - (c) **Approvals and non-contravention:** neither the execution and delivery of this Agreement by the Borrower nor the exercise of its rights and the performance of its obligations under this Agreement:
 - (i) are prohibited by law, regulation or order;

- (ii) require any approval, filing, registration or exemption;
 - (iii) are prohibited by and do not constitute an event of default under and do not result in an obligation to create security under any document or arrangement to which it is a party.
- (d) **Binding Obligations:** the execution of this Agreement by the Borrower has been validly authorised and the obligations expressed as being assumed by it under this Agreement constitute valid, legal, binding and enforceable obligations of it enforceable against it in accordance with their terms.
- (e) **Corporate Powers:** neither the execution and delivery of this Agreement by the Borrower nor the performance or observance of any of its obligations under this Agreement will result in it breaching any of its corporate powers.
- (f) **No Default or Breach:** the Borrower is not aware of any default or breach under any law, statute, regulation, indenture, mortgage, trust deed, agreement or other instrument, arrangement, obligation or duty by which it is bound.
- (g) **Disputes:** no litigation or administrative or arbitration proceeding before or of any court, governmental authority or arbitrator is presently taking place pending or (to the best of the knowledge information and belief of the Borrower) threatened against or against any of the Assets which might have a material adverse effect on its business, assets or operations or might adversely affects its ability to perform its obligations under this Agreement.
- (h) **Authorisations:** the Borrower has obtained all licences, permissions and consents required for the carrying on of its business in all relevant jurisdictions and the Borrower has complied with all conditions attaching to such licences, permissions and consents.
- (i) **Ranking of Obligations:** the Borrower's obligations under this Agreement rank at least above all its other present and future unsecured and unsubordinated obligations subject to certain categories of its other obligations which will in any event be preferred in a liquidation by virtue of mandatory provisions of statute.
- (j) **Borrowing Limit:** the borrowing of the full amount available under this Agreement will not cause any limitations on the powers to borrow of the Borrower or its directors to be exceeded.
- (k) **Information:** all information supplied by the Borrower to the Lender in connection with this Agreement is true, accurate and complete in all material respects and it is not aware of any material facts or circumstances which have not been disclosed to the Lender which might if disclosed adversely affect the decision of a person considering whether or not to lend to the Borrower.
- (l) **No Termination of Event:** no actual or potential Event of Default has occurred which has not been remedied or waived.
- (m) **Stamping:** no stamp, registration or similar tax is payable and no filing or registration is required in connection with the execution, performance and/or enforcement of this Agreement.

- (n) **Compliance:** the Borrower has obtained and will comply and ensure that all its subsidiaries comply with all applicable laws and regulations and the terms of all permits, authorisations and licences (including amongst all other matters all laws, regulations, permits, authorisations and licences relating to intellectual property matters) required for carrying on its business in all relevant jurisdictions.

3.2. The Borrower will repeat the representations and warranties contained in this clause 3 on the date of drawdown.

4. Undertakings

The Borrower will:

- 4.1. not (unless in the ordinary course of the Borrower's business or without the prior written consent of the Lender) incur any borrowings or indebtedness nor give any guarantee or indemnity in respect of the borrowings or indebtedness of any other person.
- 4.2. not (unless with the prior written consent of the Lender) create or permit to subsist any mortgage, charge, pledge, lien, encumbrance or security interest of any kind whatsoever over the whole or part of any of its business and/or Assets both present and future (including uncalled capital).
- 4.3. give the Lender notice in writing immediately upon becoming aware of the occurrence of any Event of Default or other event which with the giving of notice and/or lapse of time and/or upon the Lender making the relevant determination would constitute an Event of Default.
- 4.4. for so long as the indebtedness remains owing by the Borrower to the Lender keep the Lender fully and promptly informed to such extent and in such form and detail as the Lender may from time to time require with particulars of any matters concerned with and arising out of the activities of the Borrower;
- 4.5. not without having given prior written notice of the same to the Lender enter into any contract, transaction or arrangement other than is necessary to enable the Borrower to run its business from day to day;
- 4.6. not without the prior written consent of the Lender and whether by a single transaction or by a series of transactions (related or not) sell, transfer, lend or otherwise dispose of (in any such case otherwise than in the ordinary course of trading) the whole or any substantial part of the Assets or make any change in the nature of the business of the Borrower.
- 4.7. settle the debts incurred by it in the ordinary course of the business including (without limitation) trade creditors, in a timely manner;
- 4.8. conduct and carry on its business in a proper, efficient and business like or professional manner and not make any substantial alteration in the mode of conduct of that business and keep or cause to be kept proper books of accounts relating to such business.

5. Drawdown

- 5.1. The Borrower may (subject to the other provisions of this Agreement, but in any case at the sole discretion of the Lender) draw down the Loan on the date of this Agreement.

- 5.2. The Loan may not be drawn by the Borrower if an event of default as set out in Schedule 1 (Event of Default) has occurred or would result from drawdown of the Loan.

6. Interest

- 6.1. The Borrower will pay interest on the Loan at the rate of 12% per annum, payable end of term in arrears commencing from date of Drawdown, with any outstanding interest payable on repayment of loan.
- 6.2. If the Borrower does not pay any sum to the Lender on the due date for payment the interest shall immediately accrue on the overdue amount (including any interest) at a rate of 24% per annum (the Default Rate), which shall accrue daily and be payable on demand.

7. Fees

- 7.1. A set-up fee of £250.00+VAT will be paid by the borrower.
- 7.2. Fees relating to security will be paid by the borrower.
- 7.3. Exit fees will be paid by the borrower (if applicable).

8. Guarantee

- 8.1. Repayment of the Loan shall be secured by a guarantee and indemnity by the Guarantor in accordance with this clause 8.
- 8.2. In consideration of the Lender making the Loan to the Borrower the Guarantor at the request of the Borrower unconditionally and irrevocably guarantees to the Lender the discharge of the Loan.
- 8.3. If the Borrower defaults on the payment when due to the Lender under this Agreement the Guarantor will immediately on demand by the Lender unconditionally pay all monies due to the Lender under this Agreement without set-off, deductions or counterclaim as if it were the Borrower.
- 8.4. This guarantee will not be affected by any act, omission, matter or thing which but for this clause would reduce release or prejudice any of the Guarantor's obligations under this clause 8 (without limitation and whether or not known to it or the Lender).
- 8.5. If any payment by the Borrower or any discharge or release given by the Lender is avoided or reduced as a result of insolvency or any similar event, the liability of the Borrower and Guarantor shall continue as if the payment, discharge, release avoidance or reduction had not occurred and the Lender will be entitled to recover the value or amount of that security or payment. The Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor.

- 8.6. The obligations of the Guarantor will be in addition to and independent of all other security which the Lender may at any time hold in respect of any of the obligations of the Borrower under this Agreement.
- 8.7. Without prejudice to clause 8.2 hereof the Guarantor unconditionally and irrevocably agrees to indemnify and keep indemnified the Lender from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Lender and arising from the failure of the Borrower to satisfy the Loan or through the Loan becoming unenforceable invalid or illegal (on any grounds whether known to it or the Lender or not).

9. Repayment

- 9.1. The Loan shall (subject to the other provisions of this Agreement) be repaid on or before the date falling 6 months after the date of Drawdown (the Repayment Date)
- 9.2. The Borrower may make a part payment (with the written agreement of the lender) prior to the 'Repayment Date'.
- 9.3. The Borrower may repay the Loan in whole provided that:
- (a) they have given the Lender at least 1 months' notice in writing of their intention to repay;
 - (b) the repayment is made together with the accrued interest and the Exit Fee.
- 9.4. If the Borrower repays the Loan prior to the Repayment Date, the Borrower shall not incur a penalty on early repayment
- 9.5. Once the Loan is repaid no amount may be redrawn under this Agreement.

10. Method of payment

- 10.1. All payments made by the Borrower under this Agreement shall be made to the Lender on the due date without any deduction or withholding of tax unless the Borrower is required by law to make a payment subject to deduction or withholding of tax, in which case the amount payable by the Borrower will be sufficiently increased to ensure that the Lender receives and retains a net sum equal to that which it would have received had no deduction or withholding been made.
- 10.2. Any determination by the Lender of any amount of principal, interest or charges or an applicable interest rate shall, in the absence of manifest error, be conclusive and binding on the Borrower.

11. Security

- 11.1. The Borrower's obligations to the Lender under this Agreement shall be secured by the Guarantee in accordance with clause 8 and as per the obligations, covenants and conditions specified in Schedule 2 to this Agreement.
- 11.2. The Borrower and Lender agree that the Lender may satisfy any sum owed to the Lender under this Agreement or any other agreement between the Lender and the Borrower entered into either prior to or subsequent to the date of this Agreement from the proceeds of sale of any other Assets over which the Lender has a legal charge.

12. Default and indemnity

- 12.1. If an Event of Default occurs and has not been waived by the Lender in writing, the Lender may by notice in writing to the Borrower:
- (a) declare that the Loan is due and payable together with accrued interest; and/or
 - (b) require repayment (immediately or otherwise as the Lender may require) of the Loan together with accrued interest; and/or
 - (c) require that interest is payable on the Loan at the Default Rate.
- 12.2. The Borrower will indemnify (and keep indemnified) the Lender on written demand against any loss or expense, including legal fees, which the Lender sustains or incurs:
- (a) because of a default by the Borrower of any obligation assumed by them under this Agreement; or
 - (b) as a consequence of any Event of Default

13. Power of attorney

- 13.1. The Borrower irrevocably appoints the Lender to be the Attorney of the Borrower (with full power of substitution and delegation) in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender pursuant to this Agreement or the exercise of any of its powers.

14. Miscellaneous

- 14.1. Without any obligation upon the Lender to do so, the Lender shall be entitled to allow the Borrower extended time to pay or grant any other indulgence to the Borrower without affecting any of the rights of the Lender in whole or in part.
- 14.2. Unless the context otherwise requires, words denoting the singular only shall include the plural and vice versa.
- 14.3. All notices and other communications to any party hereto shall be deemed to have been duly given or made and delivered when delivered personally to the party or sent through the post to the registered office or last known address of the party to which such notice or other communication is required to be given or made under this Agreement.
- 14.4. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise on any person who is not named as a party to this Agreement.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Schedule 1: Events of Default

Each of the following shall constitute an Event of Default under this Agreement:

- 1 the Borrower fails to comply with any terms of this Agreement;
- 2 any security granted by the Borrower ceases to be legal or effective (or any person so alleges);
- 3 any other borrowings of the Borrower are not paid when due for payment or any creditor of the Borrower demands repayment of the same prior to their stated maturity;
- 4 any other circumstance or event occurs or arises which has or which will have a material adverse effect on:
 - (a) the ability of the Borrower to comply with its obligations under this Agreement; or
 - (b) the business, assets or financial condition of the Borrower.
- 5 The Borrower fails to maintain adequate insurance policies (if appropriate) to protect the value of the Assets against all reasonable risks;
- 6 the Borrower ceases or threatens to cease to carry on its business or a significant part of it or suspends or threatens to suspend payment of its debts or is unable or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;
- 7 a proposal is made or a nominee or supervisor is appointed for the Borrower for a composition in satisfaction of its debt or for a scheme of arrangement of its affairs or other arrangement or any proceedings for the benefit of its creditors are commenced under any law, regulation or procedure relating to the reconstruction or readjustment of debt;
- 8 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Borrower or by any other person to appoint an administrator in respect of the Borrower;
- 9 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Borrower (without the prior written consent of the Lender) or any other person to wind up or dissolve the Borrower or to appoint a liquidator; trustee, receiver, administrative receiver or similar officer to the Borrower or any part of its undertaking or assets;
- 10 any attachment, distress, diligence, arrestment, execution or legal process (not being reasonably considered by the Lender to be defensible or vexatious, in good faith) is levied, enforced or sued against the Borrower or its assets or any person validly takes possession of any of the property or assets of the Borrower or steps are taken by any person to enforce any security right against any of the property or assets of the Borrower;
- 11 control of the Borrower passes to any person or persons (whether acting individually or in concert) who is or are not a shareholder in it immediately after the date of this Agreement.

Schedule 2: Further Obligations, Covenants and Conditions

1. Borrower's Obligations

The borrower Covenants:

- 1.1. to pay or discharge the Loan to the Lender in accordance with this Agreement and
- 1.2. to pay interest to the Lender upon the terms set out in this Agreement

2. Guarantor's Obligations

As security for payment of the Loan to the Borrower the Guarantor covenants that whenever the Borrower fails to comply with paragraph 1 above, to pay or discharge on demand the Loan and interest upon the terms set out in this Agreement.

3. Covenants

- 3.1. The Borrower covenants with the Lender not, without the prior written consent of the Lender, to sell, lease, assign, charge or part ownership with any of the Assets
- 3.2. The Borrower covenants with the Lender, to keep the Assets in good repair, condition and fully insured.

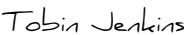
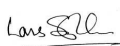
4. Application of proceeds/payment of moneys

The Lender may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any monies received, recovered or under or by virtue of this Loan on a separate or suspense account to the credit of the Lender as the Lender, without any intermediate obligation on the Lender's part to apply the same or any part thereof in or towards the discharge of the Indebtedness.




5. Protection provisions

- 5.1. The Borrower shall indemnify and keep indemnified the Lender, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Loan, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Loan.
- 5.2. The provisions of this clause shall continue in full force and effect notwithstanding any release or discharge of this Loan.

Signed on behalf of
JENKINS INVESTMENTS SSAS

)
) 
) Tobin Jenkins (Mar 25, 2020, 4:15pm)
) Tobin Nathan Jenkins (member trustee)
)
) 
) Lars Singleton (Mar 26, 2020, 10:11am)
) Lars Singleton - Empowered Pensions Ltd
(Corporate trustee)

Signed on behalf of
SSASSY PROPERTY LTD

)
) 
) John Govan (Mar 25, 2020, 4:22pm)
) John Russell McQueen Govan (Director)
)
) 
) Clive Maple (Mar 25, 2020, 4:35pm)
) Clive Hugh Maple (Director)
)
) 
) Ian Pritchett (Mar 25, 2020, 7:38pm)
) Ian John Pritchett (Director)

Signed by the **GUARANTOR**

)
) 
) John Govan (Mar 25, 2020, 4:22pm)
) John Russell McQueen Govan
)
) 
) Clive Maple (Mar 25, 2020, 4:35pm)
) Clive Hugh Maple
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) 
) Ian Pritchett (Mar 25, 2020, 7:38pm)
) Ian John Pritchett



Issuer Empowered Pensions Limited

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Parties involved with this document

Document processed	Party + Fingerprint
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Wed, 25 Mar 2020 16:22:42 +0000	John Govan - Signer (3882b8f45eadb16aa8d6c416b9c78eb0)
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Fri, 27 Mar 2020 13:47:35 +0000	Clare Brine - Copied In (384cee60126743f613901bdbcca04ab6)

Audit history log

Date	Action
Fri, 27 Mar 2020 13:47:35 +0000	The envelope has been signed by all parties. (62.133.7.202)
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Fri, 27 Mar 2020 13:47:35 +0000	Marion Morris signed the envelope and accepted by clicking 'Order with obligation to pay'. (62.133.7.202)
Fri, 27 Mar 2020 13:47:22 +0000	Marion Morris viewed the envelope. (62.133.7.202)
Thu, 26 Mar 2020 14:00:04 +0000	Document emailed to marionmorris@empoweredpensions.co.uk (35.178.179.125)
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Thu, 26 Mar 2020 14:00:01 +0000	The active signer will be automatically reminded. (82.196.0.41)
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Wed, 25 Mar 2020 13:58:33 +0000

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