12/2/18 FAD David Wicklin Signed four enclosed regarding Lev, coo boen from Paul Booth May Ctras Stral Mater of Maley destes LAd. M: 07919 445310 I will awares to settle your

Dated: 25th January 2018 **Makeup Masters Limited** (as Chargor) and PTJ Pension Scheme (as Charge Holder) FLOATING CHARGE

Lung

26 **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this will have the same effect as if the signatures on the counterparts were on a single copy of this Deed.

27 LAW

This Deed shall be governed by English law.

28 CERTIFICATION

The Company certifies that the creation of this Security does not contravene any provision of its memorandum and articles of association or any other of its constitutional documents.

IN WITNESS WHEREOF this Deed has been executed as a Deed by the Company by its duly authorised representatives and the Charge Holder and is intended to be and is hereby delivered on the date stated at the beginning of this Deed.

Executed and Delivered as a Deed

for and on behalf of Makeup Masters Limited by the signatures of:

In the presence of:

Signature of Witness:

Full Name:

Address:

Jhona Purvis 60 Nesbitt Street

ONL 3 HW/



Served at: 64c Union Street Broughty Ferry Dundee Scotland DD5 2AU

Dated: 25th January 2018

Dear Sirs,

We refer to our recent discussions and write to confirm that the PTJ Pension Scheme (the "Scheme") acting by its trustees (the "Trustees") will make available to Makeup Masters Limited (the "Borrower") a loan facility of £20,000.00 to assist in the purchase of a Serviced Accommodation Unit (each advance made there under being a "Loan" and the aggregate advances made thereunder being the "Loan"), to be secured by a floating charge over the whole of the undertaking and assets of the Borrower (the "Charge"). The Loan is subject to the terms and conditions set out in this letter.

1 ADVANCES

1.1 General

Subject to receipt of the documents listed in paragraph 5.1 and advances shall be made by credit transfer to the account of the Borrower under reference "Loan Advance".

1.2 General Loan Conditions

It is a condition of making any Loan that:

- 1.2.1 the Loan shall not at any time exceed £20,000.00;
- 1.2.2 the Loan is secured by charges over assets of the Borrower which in the opinion of the Trustees of the Scheme have a net realisable value sufficient to repay the Loan, accrued interest and any costs of realisation.

2 TERM

2.1 Facility term

This facility may be cancelled by the Scheme at any time by written notice to the Company. Subject to that, this facility will become available upon the



lf you are in agreement with	the above terms an	d conditions,	please sign a	nd return the
enclosed copy of this letter.				

Yours faithfully

Paul Booth

Tracey Jane Booth

PTJ Pension Scheme

We refer to your letter dated 25th January 2018 (of which the above is a copy) and confirm that the Borrower accepts and agrees to be bound by the terms and conditions

Director

For and on behalf of Makeup Masters Limited Dated 75// 2018

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7.1.7

PERSONAL GUARANTEE OF KIRSTY MARJORIE MATHER, A DIRECTOR OF MAKEUP MASTERS LIMITED IN FAVOUR OF PTJ PENSION SCHEME

Dated 25th January 2018

Between

- (1) Trustees of PTJ Pension Scheme, of 48 Chorley New Road, Bolton, BL1 4AP (the "Lender"), and
- (2) Kirsty Marjorie Mather of 64c Union Street, Broughty Ferry, Dundee, DD5 2AU, a director of Makeup Masters Limited (the "Guarantor")

Recitals

- (1) The Lender has agreed to provide a loan facility of £20,000 (the "Loan") to Makeup Masters Limited ("the Company").
- (2) The Guarantor has agreed to guarantee to PTJ Pension Scheme (the "Scheme") in accordance with the terms set out in this Deed

Agreed Terms

- The terms of the loan facility are those agreed upon by the parties to the Loan Agreement dated 25th January 2018 (the "Loan Agreement").
- 2. In the event that an Event of Default, as defined by the Loan Agreement, occurs, the Guarantor shall, being jointly and severally liable with any and all other Guarantors to the Loan, and within seven days of service of a notice of demand upon him, provide such sums to the Scheme so that the Loan, all accrued but unpaid interest and any and all other amounts outstanding are satisfied.
- 3. On any demand by the Scheme, the Company and/or the Guarantor jointly and severally shall be liable for the costs and expenses of the Scheme and the Guarantor further agree to indemnify the Scheme against any loss it may incur in connection with the Loan.
- 4. This deed shall continue in full force and effect notwithstanding the receivership administration or liquidation of the Company or the entering into an arrangement with its creditors.
- Service of a notice of demand by the Scheme or its agent on the Guarantor shall be effected by either:
 - (a) sending the notice by first class ordinary post or by recorded delivery letter to the Guarantor's last known address; or
 - (b) by delivering the notice personally to the Guarantor or to his last known address
- 6. A Guarantor shall not be discharged by time or any other concessions given to the Company or any third party by the Scheme or by anything the Scheme may do or omit to or by any other dealing or thing which, but for this provision, would or might discharge a Guarantor.

8.6

7. For the avoidance of doubt it is agreed and declared that the Scheme may serve a separate notice of demand on each occasion and without limitation on any occasion that the terms of the Loan Agreement are not met by the Company.

IN WITNESS WHEREOF the parties have put their hands as a deed the date first above written $% \left(1\right) =\left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left$

Signed as a deed by the said

Kirsty Marjorie Mather Kursty Mouther
In the presence of
Witness signature
Name Shona Puris
Address 60 Nesbitt Street OUNDEE
Occupation Letized

Signed as a deed by the Trustees of the PTJ Pension Scheme

Paul Booth
n the presence of
Vitness signature
Name
Address

Occupation



PERSONAL GUARANTEE OF STUART DRUMMOND MATHER, A DIRECTOR OF MAKEUP MASTERS LIMITED IN FAVOUR OF PTJ PENSION SCHEME

Dated 25th January 2018

Between

- (1) Trustees of PTJ Pension Scheme, of 48 Choriey New Road, Bolton, BL1 4AP (the "Lender"), and
- (2) Stuart Drummond Mather of 64c Union Street, Broughty Ferry, Dundee, DD5 2AU, a director of Makeup Masters Limited (the "Guarantor")

Recitals

- (1) The Lender has agreed to provide a loan facility of £20,000 (the "Loan") to Makeup Masters Limited ("the Company").
- (2) The Guarantor has agreed to guarantee to PTJ Pension Scheme (the "Scheme") in accordance with the terms set out in this Deed

Agreed Terms

- The terms of the loan facility are those agreed upon by the parties to the Loan Agreement dated 25th January 2018 (the "Loan Agreement").
- 2. In the event that an Event of Default, as defined by the Loan Agreement, occurs, the Guarantor shall, being jointly and severally liable with any and all other Guarantors to the Loan, and within seven days of service of a notice of demand upon him, provide such sums to the Scheme so that the Loan, all accrued but unpaid interest and any and all other amounts outstanding are satisfied.
- 3. On any demand by the Scheme, the Company and/or the Guarantor jointly and severally shall be liable for the costs and expenses of the Scheme and the Guarantor further agree to indemnify the Scheme against any loss it may incur in connection with the Loan.
- 4. This deed shall continue in full force and effect notwithstanding the receivership administration or liquidation of the Company or the entering into an arrangement with its creditors.
- 5. Service of a notice of demand by the Scheme or its agent on the Guarantor shall be effected by either:
 - (a) sending the notice by first class ordinary post or by recorded delivery letter to the Guarantor's last known address; or
 - (b) by delivering the notice personally to the Guarantor or to his last known address
- 6. A Guarantor shall not be discharged by time or any other concessions given to the Company or any third party by the Scheme or by anything the Scheme may do or omit to or by any other dealing or thing which, but for this provision, would or might discharge a Guarantor.

Marie Land

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Occupation

7. For the avoidance of doubt it is agreed and declared that the Scheme may serve a separate notice of demand on each occasion and without limitation on any occasion that the terms of the Loan Agreement are not met by the Company.

IN WITNESS WHEREOF the parties have put their hands as a deed the date first above written

Signed as a deed by the said
Olytha del
Stuart Drummond Mather
In the presence of
Witness signature
Name Shona Purvis 60 Neslitt Shet
Address DWOEE
Occupation Letined
Signed as a deed by the Trustees of the PTJ Pension Scheme
Paul Booth
In the presence of
Witness signature
Name
Address