**PERSONAL GUARANTEE OF THE DIRECTOR OF PASTRE TRADING LIMITED**

 **IN FAVOUR OF PASTRE TRADING LTD PENSION SCHEME**

Dated 27/06/2017

Between

(1) **Trustees of Pastre Trading Ltd Pension Scheme** of 48 Chorley New Road, Bolton, BL1 4AP (the “**Investor**”), and

(2) **Andrew Guy Pastre** of 82 Walmer Road, Lowestoft, Suffolk, NR33 7LD, the sole director of **Pastre Trading Limited** (the “**Guarantor**”)

Recitals

(1) The Scheme has agreed to purchase 31,200 cumulative redeemable

preference shares of £1.00 each in the capital of Pastre Trading Limited (Company No 10625674) (the “**Company**”) (the “**Shares**”) for £31,200

(2) The Guarantor has agreed to guarantee to the Scheme in accordance with

the terms set out in this Deed

Agreed Terms

1. It is agreed that a dividend shall be paid to the Scheme in relation to the

Shares at a rate of 5% per annum (the “**Dividends**”) and that the Shares

shall be redeemable by the Company on or before the end of 2023 (the

“**Redemption Date**”) unless otherwise agreed between the Company and

the Scheme. In the event that the Company does not pay such Dividends

to the Scheme on any due date or dates and/or fails to redeem the

Shares by the Redemption Date the Guarantor shall within seven days of

service of a notice of demand upon him pay to the Scheme all sums

demanded by the Scheme.

2. In the event that the Company defaults in paying any of the Dividends

and/or redeeming the Shares then all Dividends up to the Redemption

Date and all redemption monies due on the Shares shall become

immediately due and payable.

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 agrees to indemnify the Scheme against any

loss it may incur in connection with the Dividends and/or redemption of

Shares.

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 it’s agent on the

Guarantor shall be effected by either:

1. 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.

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 as to time that the Scheme does not receive the Dividends or

any redemption monies due on the Shares under this agreement and on

each occasion the Guarantor is required to pay the sums due under

clause 1.

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

above written

Signed and executed as a deed by Pastrte Trading Limited acting by

……………………………..

Director

In the presence of

Witness signature ………………………………

Name

Address

Occupation

Signed and executed as a deed by

……………………………..

Andrew Guy Pastre acting as Trustee of the Pastre Trading Ltd Pension Scheme

In the presence of

Witness signature ………………………………

Name

Address

Occupation