

DATED

8/2/2023

2023

Trustees of the David Nicklin SSAS

Trustees of the Adobie Family SSAS

Trustees of the CHL Investments SSAS

Trustees of the Kevin P Cadwallader SSAS Pension Scheme

- and -

Honey Plumb Limited

LOAN AGREEMENT

THIS AGREEMENT is made on the 8/2/2023

BETWEEN:

- (1) The **Trustees of the David Nicklin SSAS** being **David John Nicklin** and **Jennifer Sarah Crawford**, both of 13 Hunston Road, Sale, M33 4RP; the **Trustees of the Adobie Family SSAS** being **Catherine Mary Mocke** and **Simon Philip Bushell**, both of 262 Park Lane, Macclesfield, Cheshire, SK11 8AA; the **Trustees of the CHL Investments SSAS** being **Claire Hamlett-Ledger** of 10 Wisdom Walk, Sandbach, CW11 3SA; and the **Trustees of the Kevin P Cadwallader SSAS Pension Scheme** being **Kevin Peter Cadwallader** of 10 Blakedale Drive, Driffield, East Yorkshire, YO25 6BD and **Katie- Ellen Kellington** of 15 Fieldfare, Driffield, YO25 5HL (together the "**Lenders**"); and
- (2) **Honey Plumb Limited** (Company No 14375859) incorporated and registered in England and Wales and whose registered office is situate at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ (the "**Borrower**").

AGREED TERMS:

1. **DEFINITIONS AND INTERPRETATION**

The definitions and rules of interpretation in this clause apply in this Agreement

Business Day	a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in the United Kingdom;
Event of Default	any event or circumstance listed in clause 7;
Indebtedness	any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint;
Loan	the principal amount of the loan made or to be made by the Lenders to the Borrower under this Agreement or (as the context requires) the principal amount outstanding for the time being of that loan; and
Registered Pension Scheme	a pension scheme that is registered with HMRC; and under section 153 of the FA 2004 or deemed to be registered under Part 1 of Schedule 36 to the FA 2004.

2. **THE LOAN**

- 2.1 The Lenders grant to the Borrower a secured Sterling term loan facility of a total principal amount of £270,000.00 (Two Hundred and Seventy Thousand Pounds) (the "**Capital Sum**") on the terms, and subject to the conditions, of this Agreement and the attached Schedules.

- 2.2 The Capital Sum being borrowed consists of individual capital contributions from the Lenders which is split and repayable as set out in the attached Schedules 1 and 2.

3. **PURPOSE**

- 3.1 The Borrower shall use all money borrowed to assist in the purchase of another business and for no other purpose.
- 3.2 The Lenders are not obliged to monitor or verify how any amount advanced under this Agreement is used.
- 3.3 The Lenders consent to an administration charge of £700.00 for the preparation and reporting of this agreement to the Scheme Administrator and the Borrower agrees to refund the Lender for this disbursement cost within 30 days of the commencement date of this Agreement

4. **SECURITY**

- 4.1 The Loan will be secured by a charge over 66 Ordinary Class £1 shares held in the Borrower by Claire Louise McNeil (the “**Charged Assets**”) (all the “**Security**”).
- 4.2 The Lenders are in receipt of evidence confirming that the value of the Charged Assets pursuant to clause 4.1 will, on conclusion of the purchase of the business by the Borrower as per Clause 3.1, be of adequate value and will provide sufficient security for the Loan in addition to any and all existing obligations of the Borrower to the Lenders and secured upon the Charged Assets.

5. **INTEREST**

- 5.1 Interest on the Loan will accrue at the rate of 1% per calendar month fixed and will accrue daily (the “**Standard Interest Rate**”).
- 5.2 The Borrower will pay all accrued but unpaid interest every 6 (six) calendar months following the date of this Agreement, split proportionally between the Lenders in the ratios specified in Clause 2.2 and the attached Schedule 1, in accordance with the Repayment Schedule appended to this Agreement as Schedule 2.
- 5.3 Payments of interest will be to bank accounts nominated for this purpose by the Lenders from time to time.

6. **REPAYMENT**

- 6.1 The Borrower shall repay the Capital Sum and all accrued but unpaid interest by way of a single instalment, which shall be paid 18 (eighteen) calendar months following the date of this Agreement, split proportionally between the Lenders in the ratios specified in Clause 2.2 and the attached Schedule 1, in accordance with the Repayment Schedule appended to this Agreement as Schedule 2.

- 6.2 Repayment of the Capital Sum and all accrued but unpaid interest will be made to bank accounts nominated for this purpose by the Lenders from time to time.
- 6.3 The Borrower may prepay part or all of the Loan (including accrued interest) by notifying the Lenders twenty (20) Business Days in advance. The Borrower may do this if the notice specifies the amount of the prepayment of the Loan and the date of the prepayment.
- 6.4 The Lenders may require full or partial repayment of the Loan in order to pay benefits and may do so at any time by notifying the Borrower at least sixty (60) Business Days in advance.
- 6.5 The Lenders may require full or partial repayment of the Loan in the event that anything in this agreement prejudices the status of the Lenders as Registered Pension Schemes and the Borrower must make the necessary repayment within sixty (60) Business Days of the relevant notice being given.

7. EVENTS OF DEFAULT

- 7.1 Each of the events or circumstances set out in this clause 7 (other than this clause 7.1 and clauses 7.11 and 7.12) is an Event of Default.
- 7.2 The Borrower fails to pay any sum payable under this Agreement, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within ten (10) Business Days of its due date.
- 7.3 The Borrower fails (other than by failing to pay), to comply with any provision of this Agreement (and if the Lenders consider, acting reasonably, that the default is capable of remedy), such default is not remedied within fourteen (14) Business Days of the earlier of:
 - 7.3.1 the Lenders notifying the Borrower of the default and the remedy required; and
 - 7.3.2 the Borrower becoming aware of the default.
- 7.4 The Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due.
- 7.5 The value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities).
- 7.6 A moratorium is declared in respect of any Indebtedness of the Borrower.
- 7.7 Any action, proceedings, procedure or step is taken for:

- 7.7.1 the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or
 - 7.7.2 the composition, compromise, assignment or arrangement with any creditor; or
 - 7.7.3 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets.
- 7.8 The Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties).
- 7.9 A distress, attachment, execution, expropriation, sequestration or another analogous legal process is levied, enforced or sued out on, or against, the Borrower's assets having an aggregate value of £1,000 (or its equivalent in other currencies) and is not discharged or stayed within twenty-one (21) days.
- 7.10 The Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business.
- 7.11 At any time after an Event of Default has occurred which is continuing, the Security immediately becomes enforceable and the Lenders may, by notice to the Borrower:
- 7.11.1 declare that 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
 - 7.11.2 declare that the Loan be payable on demand, whereupon it shall become immediately payable on demand by the Lenders.

8. **REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS**

- 8.1 Any amendment to this Agreement shall be in writing and signed by, or on behalf of, each party.
- 8.2 Any waiver of any right or remedy or any consent given under this Agreement is only effective if it is in writing and signed by the waiving or consenting party. It shall apply only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

8.3 No delay or failure to exercise any right or remedy under this Agreement on the part of the Lenders shall operate as a waiver of any such right or remedy.

8.4 No single or partial exercise of any right or remedy under this Agreement by the Lenders shall prevent any further or other exercise or the exercise of any other right or remedy under this Agreement.

8.5 Rights and remedies under this Agreement are cumulative and do not exclude any other rights or remedies provided by law or otherwise.

9. **SEVERANCE**

9.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

9.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the parties.

10. **ASSIGNMENT**

10.1 The Lender may assign any of its rights under this Agreement or transfer all its rights or obligations by novation.

10.2 The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Agreement.

11. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

12. **THIRD PARTY RIGHTS**

A person who is not a party to this Agreement cannot enforce, or enjoy the benefit of, any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

13. **NOTICES**

13.1 Each notice or other communication required to be given under, or in connection with, this Agreement shall be in writing, delivered personally or sent by pre-paid first-class letter, to the address given at the beginning of this Agreement or such other address in the United Kingdom as may be notified in writing to the other party from time to time.

13.2 Any notice or other communication given by the Lender shall be deemed to have been received:

13.2.1 if given by hand, at the time of actual delivery; and

13.2.2 if posted, on the second Business Day following the day on which it was despatched by pre-paid first-class post.

13.3 A notice or other communication given as described in this clause 13 on a day which is not a Business Day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next Business Day.

13.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

14.2 The parties to this Agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

14.3 Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.

14.4 Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.


THIS AGREEMENT, together with the Schedules, has been executed and delivered by the parties hereto on the date stated at the beginning of it.

The Lenders

DocuSigned by:

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DAVID JOHN NICKLIN acting as Trustee of
David Nicklin SSAS

DocuSigned by:

712A0E6BD617404...

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JENNIFER SARAH CRAWFORD acting as Trustee of
David Nicklin SSAS

DocuSigned by:


36F5464A7C3F442...

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CATHERINE MARY MOCKE acting as Trustee of
Adobie Family SSAS


DocuSigned by:

68402A511A6F4A2...

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SIMON PHILIP BUSHELL acting as Trustee of
Adobie Family SSAS

DocuSigned by:

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CLAIRE HAMLETT-LEDGER acting as Trustee of
CHL Investments SSAS

DocuSigned by:

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KEVIN PETER CADWALLADER acting as Trustee of
Kevin P Cadwallader SSAS Pension Scheme

DocuSigned by:

6AF34C2EDC5246C...

.....
KATIE-ELLEN KELLINGTON acting as Trustee of
Kevin P Cadwallader SSAS Pension Scheme

The Borrower

DocuSigned by:

962618EA796341A...

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Director for and on behalf of
HONEY PLUMB LIMITED

SCHEDULE 1 – LOAN CONTRIBUTIONS

INDIVIDUAL LENDER	CAPITAL CONTRIBUTION	RATIO
Trustees of the David Nicklin SSAS	£50,000.00	18.52%
Trustees of the Adobie Family SSAS	£100,000.00	37.04%
Trustees of the CHL Investments SSAS	£20,000.00	7.40%
Trustees of the Kevin K Cadwallader SSAS Pension Scheme	£100,000.00	37.04%