

LOAN AGREEMENT

This agreement is made on the day of 2017.

BETWEEN:-

STEPHEN JOHN HOWELLS of Brynna Mill, Brynna, Pontyclun, CF72 9QP and STEVEN DICKS of Oakland House, Tondy, Bridgend, CF32 0EH as Trustees of the MILLSTONE EXECUTIVE PENSION AND SIMON BRATTON & JULIE BRATTON both of 2 Weavers Road, Ystragynlais, Swansea, SA9 1PQ as Trustees of the S&J Bratton Developments Executive Pension ("the Lender") (1)

AND

JOHN MICHAEL POTTER of 25 Arudur Hen, Radyr, Cardiff, CF15 8FX ("the Borrower") (2)

WHEREBY IT IS AGREED as follows:-

DEFINITIONS

"Effective Date" means the 2017, being the date monies (or equivalent consideration) provided under the Loan are first transferred to the Borrower.

"Loan" means the total sum of £30,000.00 (Thirty Thousand Pounds)

"Loan Contributions" means £20,000.00 from Stephen John Howells & Steven Dicks as Trustees of the Millstone Executive Pension and £10,000.00 from Julie Bratton & Simon Bratton as Trustees of the S&J Bratton Developments Executive Pension

"Loan Purpose" means the purchase of 12 Beatty Avenue, Cardiff.

"Interest" means interest on the Loan at a rate of 3% per annum to be rolled up until the date of repayment of the Loan.

"Term" means a period of 2 years commencing on the Effective Date of this Agreement and expiring at 6:00 p.m. on 2019

"Capital Repayment" means payment of the Loan principal upon expiry of the Term.

"Capital Repayment Date" means the day on which the Term expires.

"Business Day" means a day on which clearing banks are open for business in London (other than a Saturday or Sunday and other than Bank Holidays).

INTRODUCTION

1.1 The Lender has at the request of the Borrower agreed to make the Loan to the

Borrower for the Term.

- 1.2 The Borrower has agreed to accept the Loan, to repay the Capital of the Loan and pay the Interest in accordance with the provisions of this Agreement.
- 1.3 This Agreement is entered into by the Borrower wholly or predominantly for the purpose of a business carried on or intended to be carried on. The Borrower understands that he will not have the benefit of the protection and remedies that would be available to them under the, Mortgage Credit Directive Order, The Financial Ombudsman, The Financial Services Compensation Scheme, or the Consumer Credit Act. This Agreement is a commercial arrangement between the Lender and the Borrower. The Borrower has had the opportunity of taking independent legal advice regarding the consequences of the agreement not being regulated by any of the above.

OPERATIVE PROVISIONS

- 2. In consideration of the Lender agreeing to make the Loan to the Borrower, the Borrower agrees as follows:
 - 2.1.1 The Loan will at all times be used for the Loan Purpose as agreed with the Lender.
 - 2.1.2 To pay the Capital Repayment on the Capital Repayment Date.
 - 2.1.3 To pay the Interest accrued on or before the Capital Repayment Date.
 - 2.1.4 As a condition precedent to drawdown of any monies under the Loan, to provide the Lender with confirmation of repayment capabilities.
 - 2.1.5 Notwithstanding the other provisions hereof and in any event to repay the Loan and any accrued Interest by not later than the last day of the Term provided that notwithstanding the foregoing the Lender shall always have the right to demand repayment in full by the Borrower of the balance of the Loan for the time being and any accrued Interest upon the Lender giving the Borrower seven days' notice in writing of such demand.
 - 2.1.6 Should the Borrower wish to extend the Term, to send a written request to the Lender at least one month before the end of the Term. The Lender may at their absolute discretion agree to extend the Term for a period of up to 12 months subject to payment of a fee of 3% of the Loan.
 - 2.1.7 That so long as the Loan (or any part thereof) or any Interest remains outstanding, the Borrower will not, without prior written consent of the Lender and upon fully satisfying the Lender as to the precise nature of the transaction and supplying copies of the documentation in connection with the transaction whether in draft or not, invest,

transfer, lease, exchange or otherwise dispose of his assets, and the Borrower agrees that if any such transaction is entered into in the ordinary course that it will supply details and copies of all documentation relating to the transaction within seven days of the Borrower concluding the same.

2.1.8 To pay all fees in relation to this agreement including all legal, arrangement and completion fees as well as any fees incurred by the Lender.

2.1.9 To ensure that adequate provision will be made to repay the Capital Repayment and accrued Interest on the Capital Repayment Date.

2.2 The Borrower further agrees with the Lender that so long as any part of the Loan and/or Interest is outstanding the Borrower shall:-

2.2.1 Provide the Lender forthwith on demand such information and documents or papers relating to the Property and/or the Borrower as the Lender in their absolute discretion require;

2.2.2 Develop the Property in accordance with the terms of the relevant planning permission and building regulations (if any);

2.2.3 To comply with all requirements of any local authority, all obligations under any statute (including any statute relating to planning matters) and all byelaws and regulations relating to the whole or part of the Property or the development of the Property

2.2.4 To insure the Property and keep it insured with reputable and responsible insurers and to ensure that such insurance is for the full reinstatement cost of the Property. The Borrower will produce to the Lender within 5 days copies of all policies and all receipts for the current premiums with respect of the insurance of the Property.

2.2.5 Not save with the written consent of the Lender, which shall not be unreasonably withheld, sell or otherwise dispose of the Property.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender the following:-

3.1 The Borrower has not defaulted on any mortgage, loan, trust deed, agreement or arrangement and has not breached any law or regulation.

3.2 The Borrower is not involved in any legal dispute, litigation, arbitration or any other legal matter, either currently taking place or threatened in the future, which may have an adverse effect on his ability to repay the Loan and the Interest and comply with the terms of this Agreement.

TERMINATION

- 4.1 If the Borrower shall be in breach of any of the provisions of this Agreement the Lender may require repayment of the Loan and accrued Interest forthwith. No failure to exercise, nor any delay on the part of the Lender in exercising any rights or powers or privileges hereunder shall operate as a waiver thereof nor shall any single nor partial exercise of any such rights or powers or privileges preclude any other or further exercise thereof or the exercise of any other rights or powers or privileges.
- 4.2 Notwithstanding anything hereinbefore contained the Loan, or the balance of the Loan for the time being outstanding, and accrued Interest and the monies due thereon shall become immediately repayable if:
- 4.2.1 the Borrower ceases or threatens to cease the development of the Property unless the development works have been completed,
 - 4.2.2 an encumbrances takes possession of, or a Receiver is appointed over, any part of the assets of the Borrower including the Property,
 - 4.2.3 any distress, execution, sequestration or other process is levied or enforced upon or issued against the Property and not discharged by the Borrower within 28 days,
 - 4.2.4 the Borrower is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as re-enacted or amended),
 - 4.2.5 the Borrower commits any breach of this Agreement,

NOTICES

- 5.1 Any notice given by either party shall be served on the other party by personal delivery, pre-paid recorded delivery, first class post, facsimile transmission to the receiving parties address as set out in this Agreement or such subsequent addresses as may be notified by the parties to each other
- 5.2 Any such notice will be deemed to be effectively served as follows:-
- 5.2.1 In the case of service by pre-paid recorded delivery or first class post two weekdays after posting. (For a first class posted item evidence that the item was correctly addressed, stamped and placed in the post will be sufficient evidence that it was indeed posted.
 - 5.2.2 In the case of service by facsimile transmission the next working day.
 - 5.2.3 In the case of personal delivery on the next working day.

GENERAL PROVISIONS

- 6.1 All payments by the Borrower to the Lender shall be made free and clear of and without deduction of any alleged or actual set-off or counterclaim and without

any deduction of any taxes, levies, imposts, duties, charges, fees, deductions or withholding of any nature now or hereafter imposed by any governmental authority in any jurisdiction or political subdivision or taxing authority thereof or therein unless the Borrower is compelled by law to deduct or withhold any such taxes levies imposts duties charges or fees.

- 6.2 The Borrower shall have the right at any time on giving 14 days' notice in writing to the Lender to repay the Loan in full together with all accrued interest.
- 6.3 The Borrower undertakes with the Lender to notify the Lender forthwith in writing of any matter which constitutes (or which, with the passage of time, would constitute) a default under this Agreement (or otherwise entitle the Lender to demand repayment of the Loan).
- 6.4 Payments received by the Lender from the Borrower under the terms of this Agreement will be paid to the Lender on a pro rata basis in accordance with the Loan Contributions made.
- 6.5 Save for the purposes of compliance with statutory and legal obligations, the parties agree to keep the contents of this Agreement confidential and shall not disclose the contents thereof, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 6.6 A person who is not a party to this letter shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 6.7 This Agreement shall be construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English and Welsh Courts.
- 6.8 This Agreement contains the entire Agreement between the Parties hereto concerning the Confidential Information and supersedes any previous understandings commitments or agreements oral or written, provided that nothing in this clause shall be construed as limiting or excluding the parties' liability for fraud or fraudulent concealment.
- 6.9 In this Agreement wherever the context permits words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and in both cases vice versa and any agreement on the part of two or more persons shall be deemed to be made by such persons jointly and severally and the terms used herein for the parties hereto shall mean and include their respective successors in title.

LIMITATION OF LIABILITY

- 7.1 The liability of the Millstone Executive Pension pursuant to this Agreement shall at all times be limited to the assets for the time being of the Scheme

7.2

The liability of the S&J Bratton Developments Executive Pension pursuant to this Agreement shall at all times be limited to the assets for the time being of the Scheme

SIGNED AS A DEED BY)

JOHN MICHAEL POTTER) _____

In the presence of:-

Witness signature _____

Witness name _____

Address _____

Occupation _____

Executed as a Deed by

Stephen John Howells

SH Howells

As Trustee for the

MILLSTONE EXECUTIVE PENSION

In the presence of:-

Witness Signature: C. Acton.

Witness Name: CLIVE ACTON.

Witness Address: 13 HEDOL TRELAWES, LAVESTON, BRIDGEND CF32 9HW

Witness Occupation: OFFICE MANAGER.

Executed as a Deed by

Steven Dicks



As Trustee for the

MILLSTONE EXECUTIVE PENSION.

In the presence of:-

Witness Signature: C. Acton.

Witness Name: CLIVE ACTON.

Witness Address: 13 MEOL TRELAWES, LALUSTON, BRIDGEND, CF32 0HW

Witness Occupation: OFFICE MANAGER.

Executed as a Deed by

Julie Bratton

As Trustee for the

S&J Bratton Developments Executive Pension

In the presence of:-

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

Executed as a Deed by

Steven Dicks

As Trustee for the

MILLSTONE EXECUTIVE PENSION

In the presence of:-

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

Executed as a Deed by

Julie Bratton

As Trustee for the

S&J Bratton Developments Executive Pension

In the presence of:-

Witness Signature: M.A. Williams-Kay

Witness Name: MARGARET ANNE WILLIAMS-KAY

Witness Address: TYN-Y-STEPSA, POMFRI, BRIDGEND CF31 4LT

Witness Occupation: P.A. TO PAST DIRECTOR.

Executed as a Deed by

Simon Bratton

S. Bratton

As Trustee for the

S&J Bratton Developments Executive Pension

In the presence of:-

Witness Signature: M. A. Williams-Way

Witness Name: MARGARET ANNE WILLIAMS-WAY

Witness Address: TYN-Y-STOPIA, POWELL. BRIDGES, CF31 4ET

Witness Occupation: P.A. to Puro Director