#### LOAN PROPOSAL 57 LANELAY ROAD

#### LOAN TERMS

 Valuation
 £220,000

 Loan Amount
 £190,000

 LTV
 86%

Use Of Funds Property Purchase

Loan Term 12 Months

Loan Type 6.50% per annum
Interest only Roll up

Monthly Interest £1,029.17

Loan Basis Secured with 1<sup>ST</sup> Charge against property

Arrangement Fee £1,497

Lenders Solicitors Fees Circa £600 + Vat + Disbursements

Borrowers Legal Fees met by borrower

Borrower Pegasus Property Renovations (Company Number: 10698019) whose

registered address is 6a Little Aston Lane, Sutton Coldfield, England, B74

3UF

Represented By John Potter | Director, Spencer Skuse & Potter Solicitors, 17 Lambourne

Crescent, Llanishen, Cardiff, CF14 5GF, T: 02920 487210 | F: 02920

222165 impotter@spencerskuse.com

Lenders Millstone Executive Pension £100k

STEPHEN JOHN HOWELLS of Brynna Mill, Brynna, Pontyclun Mid Glamorgan CF72 9QP and STEVEN DICKS of Oakland House Tondu, Bridgend, Mid Glamorgan, CF32 0EH (The Member/Trustees)

Email: steve.millstone@btconnect.com

Tel: 07944246484

Paul Jarvis £30K

Address: 1 Fford Helygen, Llanharry, Pontyclun, Rhondda Cynon Taff, CF72

9GJ

Email: paul\_jarvis\_3@hotmail.com

Tel: 07769400942

Graham & Mavis Bevan £30k

Address: 6 Lon-Y-Deri, Caerphilly, CF83 1DS Email: bevangraham50@yahoo.co.uk

Tel: 02921155928

Louise Jane O'Toole £30k

Address: 37 Lionel Road, Canton, Cardiff, CF5 1HN

Email: jane.otoole762@gmail.com

Tel: 07790266361

Represented By Mike Clements, Clements & Co Solicitors, 73-75 Cae Glas Road, Rumney,

Cardiff, CF3 3JX. Tel: 02920 361771 Email: mail@clementsandco.org.uk

## **VALUATION**



## Residential Mortgage Valuation Report

Mortgage Reference 50099604-3380					
Applicant Name(s)	Mr Ian Prosser	Mrs Kim Prosser			
Property Address	The Links Lane Pontyclun Postcode CF72 8	5	f New, Plot Number		
Was the address provided in	the instructions corre	ect? (if No, provide correct a	ddress above)	Y/N [	
Purchase price/estimated va	alue (as stated in instr	uction, or to the valuer)		€ 220,000	
Tenure (as stated to o	Freehold If Leasehold, remain	X Leasehold	Former Feuhold Plot likely to exceed 3		
	Chief/Ground rent p. Is there any evidence If Yes, details:	a. £	Maintenance charges		
	Is there any evidence	e of commercial use?		Y/N N	
Property Type	House	X Bungalow	Flat		
Property Style	Detached	Semi	X Terraced	Other	
Flats	Details if other: Number of floors in b	olock:	Entrance on which floor?	Lift to this floor? Y/N	
General	Located above or ad	jacent to commercial propert	ty?	Y/N [	
	If Yes, details: Appears to be ex loc	al authority/housing associa	tion	Y/N [	
Construction	Are the walls of stan			Y/N [7	
(refer to guidance notes)		ualu constucuon.			
(take in Bankania	Is the roof of standa	rd construction?	**	Y/N	
	If No, details:				
	Property converted of	or significant alterations?		Y/N	
	If Yes, details & Approx. date	Internally reconfig Enquiries should be	gured together with e made to confirm th	rear additions. at all building	
Services	Does the property ha	ave mains water, electricity a	and drainage?	Y/N	
	If No, details:			A CONTRACTOR OF THE CONTRACTOR	
Accommodation (No.)		Bedrooms 3 Kitcher Private Parking 1 Other		Bath/Shower rooms 1	
No. of Floors		Approximate year of constru		1940	
New Property Y/N	C	. 18/	ompleted for mortgage purpos	es? Y/N	
Note: The valuer may igr	ore minor outstanding	works. If No, builder's state	ed completion date		
Name of Builder					
If New or <10 Years	NHBC Architects	Zurich Other	Premier None	Build-Zone	
<u> </u>	Details if other:		Service and the service of the servi		

PAGE 1 of 2

	essential for mortgage pu	poses			
	Is there any evidence of structu or in the immediate vicinity?	ıral movement, landslip or he	ave in the property	Y/N	γ
	If Yes, does it appear to be longstanding and unlikely to be progressive? (If No, provide details below)				
	Is there reason to believe that (NB The valuer has not carried			on Y/N	N
Specialist reports	Mining	Timber & damp	X	Electrical	X
	Structural	Arboricultural Other	H	Wall tie	Ш
Details/Other	n				
Legal Enquiries	Is there evidence of any rights of	way or shared access		Y/N	N
Details	3.			7 MACE III AND SO LE	
			- V - V		
Are any essential re	epairs required for mortga	ge purposes?		Y/N	γ
Details	Damp ingress was note traced and remedied. Replace external join Replace defective rai	nery.	cause of this o	damp should be	
Are there any furth	er matters considered ess	ential for mortgage pu	rposes?	Y/N	N
Details					
General Remarks The property comp on the outskirts	rises a two storey trad of the village of Talbo	litional built bay f ot Green. The prope	ronted dwelling rty affords con	house situate venient access	d to
Valuation for mortg	age nurnoses				
	If new, the valuer has seen the I account in valuation figures, (det			Y/N	
	Approximate gross external floor	area (square metres)		112	
	Insurance Reinstatement			10r 000	
	Present condition (for incomplete			£ 195,000	
		e new property, enter zero)		£ 220,000	
	With essential repairs / construct				
	With essential repairs / construct Is a reinspection necessary?			€ 220,000	N
	STORY - AND THE SERVICE OF A PERCENT AND A STORY		No [	£ 220,000 £ 230,000	=
	Is a reinspection necessary?	tion completed	anna an	£ 220,000 £ 230,000	
Recommendation	Is a reinspection necessary?  Is a retention required?	tion completed  O (This is not an estimate of c	anna an	£ 220,000 £ 230,000 Y/N X Full Part	=
Declaration This valuation or equitable or whether been inspected by me in	Is a reinspection necessary?  Is a retention required?  If part, enter amount, min. £2000	ity?  ay Partners Limited, its succe of novation of security only). Ition - Professional Standard.	osts) ssors, assignees and to certify that the proper s. I do not have an in	£ 220,000 £ 230,000  Y/N  X Full Part £  Y/N  ransferees (whether into offered as security)	Y legal
Declaration This valuation or equitable or whether been inspected by me in	Is a reinspection necessary?  Is a retention required?  If part, enter amount, min. £2000  Is this property suitable securion report is for the benefit of Landby absolute assignment or by way of accordance with the RICS Valua	ity?  ay Partners Limited, its succe of novation of security only). Ition - Professional Standard.	osts) ssors, assignees and to certify that the proper s. I do not have an inborrower.	£ 220,000 £ 230,000  Y/N  X Full Part £  Y/N  ransferees (whether into offered as security)	Y legal
Declaration This valuation or equitable or whether been inspected by me in understand that the page	Is a reinspection necessary? Is a retention required? If part, enter amount, min. £2000 Is this property suitable securion report is for the benefit of Landby absolute assignment or by way of accordance with the RICS Valua is which are not marked "Non-Discle	of (This is not an estimate of control of the contr	essors, assignees and to certify that the propers. I do not have an inborrower.	£ 220,000 £ 230,000  Y/N  X Full Part £   Y/N  ransferees (whether ity offered as security interest in the propert	Y legal
Declaration This valuation equitable or whether been inspected by me in understand that the page	Is a reinspection necessary? Is a retention required? If part, enter amount, min. £2000 Is this property suitable securion report is for the benefit of Landby absolute assignment or by way of accordance with the RICS Valuas which are not marked "Non-Disclette RT Poiner"	of (This is not an estimate of control of the contr	osts) ssors, assignees and to certify that the proper sorrower.  MRICS  6 568529 = 16	£ 220,000 £ 230,000  Y/N  X Full Part £   Y/N  ransferees (whether I ty offered as security interest in the propert	Y legal
Declaration This valuation or equitable or whether been inspected by me in understand that the page Name of Valuer RICS No.	Is a reinspection necessary? Is a retention required? If part, enter amount, min. £2000 Is this property suitable securion report is for the benefit of Landby absolute assignment or by way of accordance with the RICS Valuas which are not marked "Non-Discheta R T Poiner  0844505  Mallard (Wales) Ltd  Avenue Villas 2 & 4 Station Road	ity?  ay Partners Limited, its succe of novation of security only). Ition - Professional Standard used will be disclosed to the Qualification Signature or Security Cod	osts) ssors, assignees and to certify that the proper sorrower.  MRICS  6 568529 = 16	£ 220,000 £ 230,000  Y/N  X Full Part £   Y/N  ransferees (whether I ty offered as security interest in the propert	Y legal
Declaration This valuation or equitable or whether been inspected by me in understand that the page Name of Valuer RICS No. Firm Name	Is a reinspection necessary? Is a retention required? If part, enter amount, min. £2000 Is this property suitable securion report is for the benefit of Landby absolute assignment or by way of accordance with the RICS Valuas which are not marked "Non-Dischet R T Poiner  0844505  Mallard (Wales) Ltd  Avenue Villas	of (This is not an estimate of control of the contr	osts) ssors, assignees and to certify that the proper sorrower.  MRICS  6 568529 = 16	£ 220,000 £ 230,000  Y/N  X Full Part £   Y/N  rransferees (whether I ty offered as security niterest in the propert	Y legal



### Residential Mortgage Valuation Report Continuation Page

Mortgage Ref 50099604-3380

Applicant Name(s)
Property Address

Mr Ian Prosser Mrs Kim Prosser

The Links Lanelay Road

Pontyclun

Postcode CF72 8HY

If New, Plot Number

<u>Construction - Property converted or significant alterations? (continued)</u>
regulations and planning approvals have been obtained and complied with in connection with its conversion.

Are any essential repairs required for mortgage purposes? (continued)
Appoint the services of a reputable electrical contractor (preferably NICEIC/NCA registered) and all works to be carried out.

#### General Remarks (continued)

Talbot Green Retail Park together with the M4 motorway.

Fitments are in a dated condition.

Some settlement was noted to the front bay window. This appears to be longstanding and non-progressive. The risk of further movement is considered unlikely.

progressive. The risk of further movement is considered unlikely.

Flat felt roof to the rear addition is in poor condition. Flat felt roofs are prone to sudden failure and repair/replacement cannot be entirely ruled out.

The property is of an age susceptible to cavity wall tie corrosion. The risk of this defect cannot be entirely ruled out.

The seals to the double glazed window units are defective and will require upgrading. The rental valuation is based on the assumption that the property is fit for letting and is let to a person or persons on a single unfurnished assured shorthold tenancy for a six month period.

The valuation figure given is on a vacant possession basis.

We have not carried out checks to make sure that statutory requirements for letting have been met.

There is a retail unit directly opposite.

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a Global Pandemic on 11 March 2020, has impacted global finan-cial markets. Travel restrictions have been implemented by many countries.

Market activity is being impacted in many sectors. As at the valuation date, we con-sider that we can attach less weight to previous market evidence for comparison purposes, to inform opinions of value. Indeed, the current response to COVID-19 means that we are faced with an unprecedented set of circumstances on which to base a judgement.

Our valuation is therefore reported on the basis of material valuation uncertainty as

per VPS 3 and VPGA 10 of the RICS Red Book Global. Consequently, less certainty and a higher degree of caution should be attached to our valuation than would normally be the case. Given the unknown future impact that COVID-19 might have on the real estate market, we recommend that you keep the valuation under frequent review.

<sup>\*</sup>End of Report \*



### Notes to Mortgage Applicants

It is a condition of your mortgage that your property is valued to ensure it provides Landbay Partners Limited with suitable security for the mortgage loan. Landbay Partners Limited has obtained an assessment from an independent valuer; one not connected with us, but who is on our panel of approved surveyors and valuers.

However, this is a mortgage valuation only, not a survey of the building, and gives a limited assessment which is designed to fulfill our mortgage requirements. Although you receive a copy of the valuation report for your information, you should not rely on it in any way when you decide to go ahead and purchase the property or not.

Landbay Partners Limited strongly recommended that you obtain your own, more detailed report on the condition and value of the property based on a fuller inspection. These kinds of report will help you decide if the property is suitable for your purposes as a home and an investment.

There may be defects in the property which are not revealed by the valuation report. These may not affect Landbay Partners Limited's decision to make a mortgage loan, but they could matter to you. Furthermore, where the valuer has mentioned the need for any repairs to the property, you should ensure that you separately satisfy yourself as to the extent of the repairs that may be necessary, as well as their cost, before committing to purchase. Professional tradesmen can usually assist by giving a no obligation quotation for works, and you should bear in mind that you may be able to renegotiate the purchase price if the cost of the work is significant.

Whilst Landbay Partners Limited may not make it a condition of any mortgage offer that you must undertake the repairs within a specified period, our mortgage conditions require that you keep the property in good repair, and this is also a consideration in terms of insurance cover. As such, where repairs are recommended, you should budget to complete them as soon as possible after your purchase is complete.

Neither Landbay Partners Limited nor the valuer will accept any responsibility to you or to any other person for the content of the report or any reliance that you make on it. Nor does Landbay Partners Limited or the valuer guarantee that the purchase price is reasonable. Any information about the state of the property or its value given to you or your agent before any physical copy of the report is supplied is also subject to this disclaimer.

# Photosheet (1 of 2)



front elevation



rear elevation



street scene

# Photosheet (2 of 2)



kitchen



bathroom

## **LOAN AGREEMENT**

#### LOAN AGREEMENT

This agreement is made on the

day of

2020.

BETWEEN:-

STEPHEN JOHN HOWELLS of Brynna Mill, Brynna, Pontyclun, CF72 9QP and STEVEN DICKS
of Oakland House, Tondu, Bridgend, CF32 0EH as Trustees of the MILLSTONE EXECUTIVE
PENSION whose registered address is at Brynna Mill, Brynna, Pontyclun, CF72 9QP (1)
PAUL JARVIS of 1 Fford Helygen, Llanharry, Pontyclun, Rhondda Cynon Taf, CF72 9GJ (2)
GRAHAM BEVAN & MAVIS BEVAN 6 Lon-Y-Deri, Caerphilly, CF83 1DS (3) LOUISE JANE
O'TOOLE of 37 Lionel Road, Canton, Cardiff, CF5 1HN (4) ("the Client")

and

 PEGASUS PROPERTY RENOVATIONS AND DEVELOPMENTS LIMITED (Company Number: 10698019) whose registered address is 6a Little Aston Lane, Sutton Coldfield, England, B74 3UF ("the Borrower")

WHEREBY IT IS AGREED as follows:-

#### DEFINITIONS

"Effective Date" means the 2020, being the date monies (or equivalent consideration) provided under the Loan are first transferred to the Borrower.

"Loan" means the total sum of £190,000.00 (One Hundred and Ninety Thousand Pounds)

"Loan Contributions" means the sum of £100,000 from STEPHEN JOHN HOWELLS OF Brynna Mill, Brynna, Pontyclun, CF72 9QP and STEVEN DICKS of Oakland House, Tondu, Bridgend, CF32 0EH as Trustees of the MILLSTONE EXECUTIVE PENSION (1) £30,000 from PAUL JARVIS (2) £30,000 from GRAHAM BEVAN & MAVIS BEVAN and £30,000 from LOUISE JANE O'TOOLE (4)

"Loan Purpose" means the general business purposes of the Borrower and also for the purchase of the Property.

"Interest" means interest on the Loan at a rate of 6.50% per annum to be calculated on a Simple basis and rolled up until the Capital Repayment Date.

"Term" means a period of 12 months commencing on the Effective Date of this Agreement and expiring at 6:00 p.m. on 2021

"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).

"Property" means 57 Lanelay Road, Pontyclun, CF72 8HY as registered at HM Land Registry under title number

#### INTRODUCTION

- 1.1 The Client has at the request of the Borrower agreed to make the Loan to the Borrower for the Term in accordance with the Loan Conditions.
- 1.2 The Borrower has agreed to accept the Loan and to repay the Capital of the Loan and the Interest in accordance with the provisions of this Agreement.
- 1.3 The Borrower has agreed to provide security for the Loan by way of a First Charge against the Property.
- The Borrower understands that they 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 Client 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**

- In consideration of the Client agreeing to make the Loan to the Borrower, the Borrower agrees as follows:
  - The Loan will at all times be used for the Loan Purpose as agreed with the Client.
  - 2.1.2. To pay the Capital Repayment on the Capital Repayment Date.
  - 2.1.3. To pay any Arrangement Fee on commencement of the Loan.
  - 2.1.4. To pay the Client's solicitors fees on commencement of the Loan.
  - 2.1.5. To pay the Interest on the Capital Repayment Date.
  - To pay a Redemption Administration Fee of £195 on settlement of the Loan.

- 2.1.7. As a condition precedent to drawdown of any monies under the Loan, to provide the Client with confirmation of repayment capabilities and to procure that the Client has a fixed charge over the Property in such form as the Client may stipulate.
- 2.1.8. 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 Client 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 Client giving the Borrower twenty eight days' notice in writing of such demand.
- 2.1.9. Should the Borrower wish to extend the Term, to send a written request to the Client at least one month before the end of the Term. The Client 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 .3.50% of the Loan and a £500 administration charge.
  - 2.1.10. 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 Client and upon fully satisfying the Client 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 of a value over £10,000.00, 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.
  - 2.1.11. To pay all fees in relation to and incidental to this agreement including all legal, arrangement and completion fees as well as any fees incurred by the Client on a full indemnity basis.
  - 2.1.12. To ensure that adequate provision will be made to repay the Capital Repayment and accrued Interest on the Capital Repayment Date.
  - 2.1.13. Following completion of the purchase of the Property, to keep the Property insured with reputable and responsible insurers and to ensure that such insurance is for the full reinstatement cost of the Property.
  - 2.1.14. Not save with the written consent of the Client, which shall not be unreasonably withheld, sell or otherwise dispose of the whole or part of the Property. Provided that such consent shall be given to the

Borrower on the basis that the Loan and any accrued Interest is transferred to another property owned by the Borrower or purchased by them during the Term.

2.1.15. To provide the Client with a first fixed charge over the Property in such form as the Client may stipulate.

#### REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Client 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 Client may require repayment of the Loan and accrued Interest forthwith and enforce its security over the Property forthwith. No failure to exercise, nor any delay on the part of the Client 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 makes default in the payment of any Capital Repayment or Interest or any other monies due hereunder,
  - 4.2.2 an order is made or an effective resolution is passed for winding up the Borrower,
  - 4.2.3 the Borrower ceases or threatens to cease to carry on its business or substantially the whole of its business,
  - 4.2.4 an encumbrancer takes possession of, or a Receiver is appointed over, any part of the assets of the Borrower including the Property,

- 4.2.5 any distress, execution, sequestration or other process is levied or enforced upon or issued against the property of the Borrower and not discharged within 28 days,
- 4.2.6 the Borrower is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as re-enacted or amended),
- 4.2.7 the Borrower commits any breach of this Agreement.

#### NOTICES

- 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

- During the continuance of this Agreement the Borrower may, with the consent of the Client (such consent not being unreasonably withheld or delayed), create or suffer to exist a further mortgage or charge on the whole or any part of the Property, ranking behind the security granted to the Client in respect of the Loan, as security for the repayment of monies borrowed and the payment of interest, commission, costs, charges and expenses due in respect thereof.
- All payments by the Borrower to the Client 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.
- 6.3 The Borrower shall have the right at any time on giving 14 days' notice in writing to the Client to repay the Loan in full together with all accrued Interest.

- 6.4 The Borrower undertakes with the Client to notify the Client 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 Client to demand repayment of the Loan).
- 6.5 Payments received by the Client from the Borrower under the terms of this Agreement will be paid to the Client on a pro rata basis in accordance with the Loan Contributions made.
- 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.
- 6.7 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.
- 6.8 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.
- 6.9 This Agreement contains the entire Agreement between the Parties hereto concerning the Confidential Information and supersedes any previous understandings commitments or agreements or all or written, provided that nothing in this clause shall be construed as limiting or excluding the parties' liability for fraud or fraudulent concealment.
- 6.10 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.

#### 7. LIMITATION OF LIABILITY

The liability of MILLSTONE EXECUTIVE PENSION whose registered address is at Brynna Mill, Brynna, Pontyclun, CF72 9QP pursuant to this Agreement shall at all times be limited to the assets for the time being of the Scheme.

EXECUTED AS A DEED BY STEPHEN JOHN HOWELLS )  S  S  S  S  S  S  S  S  S  S  S  S
As Trustee of the
MILLSTONE EXECUTIVE PENSION
In the presence of:-
Witness signature: L Fulcio
Witness name: C Puleio
Address: 66 Neath Road, MaeStec
Occupation: Office Manager
EXECUTED AS A DEED BY STEVEN DICKS As Trustee of the MILLSTONE EXECUTIVE PENSION
In the presence of:-
Witness signature:
Witness name: C Pulcio
Address: 66 Neath Road, Malstag.
Occupation: Office Manager

## **SIGNED SOLICITOR TERMS**

#### STANDARD TERMS AND CONDITIONS

We are obliged by Law Society Rules to write to you concerning how your case will be dealt with and to set out our terms of business. Please do not let anything worry you, and please discuss with us anything that concerns you.

The fee for conveyancing will have been quoted to you and confirmed in a separate letter. The fee and insurance indemnity fee is our profit in the transaction and is subject to VAT. We are not giving advice on taxation or any other topic. Also, some of the charges below may not apply to all cases. If this transaction fails we will charge at our normal rates of £201 per hour plus one tenth thereof for letters written and received and telephone calls and faxes in and out.

#### On Remortgage/Transfer of Equity:

The usual disbursements or expenses are as follows:-

- Local Authority Search £90 £250 (varies according to area) (required by Building Society or Bank)
- Bankruptcy Search Fee £2 per name searched
- > \*Land Registry Search Fee £8 \*Land Registry Office Copies £16 + extra for additional documents required
- Land Registry Registration Fee £20 £920 (this varies according to scale)
- Telegraphic Transfer/Admin Fees £36.00 each transfer/receipt includes a profit element of £12.50 plus VAT
- Coal Mining Search Fee £30 Envirosearch £56 as required by the Building Society or Bank
- > Insurance Indemnity fee £45 plus VAT This is a profit costs element (please read our 'terms' letter)
- Stamp Duty Land Tax form (if required) if we complete it for you £50 plus VAT

If the property is Leasehold, there will also be a notice fee payable of approximately £50-£100 plus VAT. However, the fee does vary and may be more if we have to deal with additional work. Stamp duty may be payable on a transfer of equity.

#### On Sale:

\*Office Copy Entry Fee of £16+. Telegraphic transfer/Admin fees £36.00\* each transfer/receipt. includes a profit element of £12.50 plus VAT. Insurance indemnity fee £45 plus VAT – This is a profit costs element (please read our 'terms' letter)

We will also deduct the estate agents fee from the sale proceeds unless you instruct us otherwise.

On a leasehold sale, there may be a fee for a licence to assign the lease or for a covenant or indemnity.

#### On Purchase

The usual disbursements or expenses are as follows:-

- > Local Authority Search approximately £90 £250 (varies according to area) (required by Building Society or Bank)
- Bankruptcy Search Fee £2 per name searched
- \*Land Registry Search Fee £8.
- Land Registry Registration Fee £20 £920 (varies according to purchase price)
- Telegraphic Transfer/Admin fees £36.00\* each transfer/receipt includes a profit element of £12.50 plus VAT
- Stamp Duty at 1% of purchase price if over £125,000.00 (residential) and up to £250,000; 3% if over £250,000 and up to £500,000; 4% if over £500,000 to £1,000,000, 5% if over £1,000,000 − See attached sheet
- Coal Mining Search Fee £30.00 Envirosearch £56 as required by the Building Society or Bank
- Insurance Indemnity fee £45 plus VAT This is a profit costs element (please read our 'terms' letter)
- Stamp Duty Land Tax form if we complete it for you £50 plus VAT

If the property is Leasehold, there will also be a notice fee payable of approximately £50-£100 or more plus VAT. However, the fee does vary on individual cases. There is also extra stamp duty payable on new leasehold properties depending on how much rent is payable. You will be advised of the exact figure before completion. Also apportionment of Ground Rent can increase the sum payable by you, which can include maintenance charges. On a sale of a property, you must vacate by 2pm on completion day. A fee may be made for arranging indemnity insurance policies.

Some of the above fees may vary depending on the purchase price and location. Please also note that the above are usually unavoidable fees we have to pay to other people or parties. However, to start work for you, we do need a deposit as per the accompanying letter, to help cover the searches necessary. Telegraphic transfer fees, local authority etc, and other search fees and disbursements, may include a small administration charge. The charge (including VAT) if applicable, will be stated as a global figure alongside the relevant entry on the completion statement.

\*Entries relating to Land Registry office copies/searches etc include a profit element of £4.17 'Telegraphic Transfer/Admin Fees' include a profit element of £12.50 plus VAT in addition to the bank's charge.



Please note that if the transaction should become unnecessarily complicated or protracted, we will discuss increased charges with you. This will be advised to you as we proceed and will occur if this transaction appears to be more complicated or protracted than originally envisaged.

Please also note the necessary information concerning completion. Firstly, it is important to note that by agreeing to these terms you allow us to deduct from monies held on your behalf any money due to us to satisfy charges incurred on your behalf. These include our charges and other fees required to complete. Please also note we require cleared funds, i.e. the money must actually be in our account on the day we complete. If this does not occur when we request it, it may delay completion and incur further charges for you. We hope that can be avoided. Some lenders will only send us completion monies by way of cheque, which can cause a delay of at least five days. A re-inspection of the property can also cause a four day delay for reasons completely beyond our control. Please also note very carefully that cleared funds may also be required at the time of exchange of contracts usually in the sums of 5% or 10% of the purchase price. Again, lack of cleared funds will delay the transaction.

Please also decide whether or not you wish to have a private survey undertaken on the structure or a full house purchasers survey completed on the property you are buying. This is always advisable and we would ask you to confirm to us whether or not this is required.

Please note that it is your responsibility and/or that of your financial adviser to ensure all conditions of your mortgage offer are satisfied. Failure to do so can result in delay or your mortgage advance being cancelled or delayed. This can be very serious and result in a claim being made against you for breach of contract in that completion can again be delayed or exchange of contracts prevented. We clarify that we do not give advice with regard to the suitability of any mortgage or property related loan, or any financial advice on any matter.

You will also be signing a contract, which, once exchanged, will become binding. PLEASE NOTE THAT SIGNING THIS DOCUMENT GIVES US UNCONDITIONAL AUTHORITY TO EXCHANGE CONTRACTS ON YOUR BEHALF UNLESS YOU ADVISE US TO THE CONTRARY. We will retain your file for a period of 1 year from completion of your matter, after which it will be destroyed. By signing this document you give us authority to destroy the file. If a document (which is not a public document) requires that we keep it for longer, we shall obviously do so. Charges will apply for retrieving files from archive also for copies of documents held on file.

We may also be acting on behalf of your Building Society/Bank and we will also owe them a duty of care. Therefore, we are obliged to inform them of all financial matters relating to your transaction such as a deposit being paid by a developer or paid or gifted by a Selfer. If delay is to be avoided, you must give your financial adviser or lender all the necessary information that they have requested. Failure to do so will cause delay, again for reasons beyond our control. You must tell us if you have been bankrupt, or if there are bankruptcy proceedings pending against you.

Finally, we hope everything we do for you is satisfactory. However, if you are not satisfied, please contact the writer. If the writer is not able to satisfy your query, you may arrange to contact another partner of the firm. We hope this will not be necessary and we await hearing from you with your deposit in order to proceed. This will cover the cost of the searches. By signing this form you authorise us to proceed, and to provide progress updates to estate agents and/or financial advisors.

Please sign these terms to confirm you have read and understood them and return them to us with your deposit cheque. We must have the terms signed by all parties to the transaction, before we are able to proceed.

Finally, at this time, we would also advise you to review your Will, and if it is not up to date, or you have not made one, to consider making a Will.

\*please provide a password so we can speak to you by telephone

Signed X Date X 09.1.19.1.2020	
Signed.X (2nd client if applicable) Date. X O91.1.9.1.2020.	
Please complete the Stamp Duty Land Tax form on my behalf. I am aware that there is a charge of VAT for this service.   (DO NOT TICK BOX if you want to complete the form yourself) N.B the Inland Revenue financial penalty (min. £100) if the transaction is delayed because the form is incompational Insurance Number(s) (Tax Reference or VAT number IF a limited company)	ere is an
1st buyer WM 953 8 534 2nd buyer NE72 9932 4 3rd buyer	Further buyers
(IF there are more than two clients, the other(s) m	separate sheet ust sign

Clements & Co. Solicitors

Archive lodgement fee	£25
Archive retrieval fee	£25
Auction purchase	£100
Bankruptcy against client's name – additional work	£75
Bridging loans	£200
Cheque - Stopped at client's request	£15
Cheque – Unpaid	£20
Declaration of Solvency – draft	£100
Declaration of Trust – preparing	£150
Deed of Covenant	£165
Deed of postponement - Dealing with	£150
Deed of Variation	£150
Expedited completion – less than 5 working days exchange/completion	£100
Freehold – purchase interest	£100
Gifted deposit(s) - Dealing with	£50
ID fee	£35
Indemnity insurance policy (admin)	£25
Late completions – Dealing with	£100
Lease - Neighbouring – Investigate	£100
Lease - Shared ownership	£200
Lease Extension	£350
Lease, New (residential) – Buying	£200
Lease, New (residential) - Selling	£350
Licence to Assign a leasehold interest	£100
Management company - Dealing with	£100
Management company – Freehold or Rent Charge	£100
Matrimonial property issues - Dealing with	£100
Notice of Assignment - Prepare and serve (plus Notice fee)	£40
Notice of Charge - Prepare and serve (plus Charge fee)	£40
Occupiers consent (for mortgage lender)	£50
Option to purchase - Assignment	£75
Possession proceedings - dealing with lender	£150
Possessory title	£100
Postage insufficient fee – plus postage fee (usually £1.50)	£10
Power or Attorney - (Transaction involving)	£75
Restriction (admin)	£100
Retirement property	£75
Second mortgages – dealing with/redeeming	£50
Service charge retention – Administering	£150
Statutory declaration – drafting	£100
Stock transfer or share certificate	£50
Tenancy agreement – Approving	£50
Tenancy agreement – Approving  Tenancy agreement – Drafting	£100
Third party conveyancers - Dealing with	£150
Unclear searches	£100
Unregistered title	£250
Unsecured borrowing on further advance - Dealing with	£75

#### Clements & Co Solicitors - General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)

Information Commissioners Office Registration number - Z9441478

#### **Privacy and Transparency Notice**

<u>Data Controller</u> – Clements & Co is the trading name of Michael Clements of 73-75 Cae Glas Road, Rumney, Cardiff, CF3 3JX who is the registered data controller. Further contact details are available from our office.

Purposes of Processing - Your data will be processed in order to:

- market Clements & Co's services to you;
- provide services under contract to you and others;
- · comply with regulatory and other legal obligations; and,
- protect Clements & Co against potential claims.

<u>Legal Basis</u> - Your data will be processed on the basis that Clements & Co has a legitimate interest in being able to achieve the aims of processing set out above. Where special category data is provided, the provider of the data warrants that they consent to Clements & Co processing that data or that they have obtained written consent from the data subject.

<u>Personal Data Held</u> - As a minimum, Clements & Co is required to positively identify its clients. This also includes positively identifying a director in the case of a corporate client. In addition, Clements & Co holds whatever information is provided to it by its clients and others. This will rarely include special category data.

<u>Failure to Provide Data</u> - If you fail to provide Clements & Co with the data required you will not receive services or marketing.

<u>Data Sources</u> - Clements & Co obtains most personal data from its clients and those who have indicated that they have an interest in Clements & Co services. Clements & Co also obtains some personal data from other correspondents. Clements & Co also collects some data from publicly available sources (e.g. Companies House).

Recipients - Any data provided by a client is treated as confidential to that client and will only be shared with others in so far as this is necessary in order to provide the services contracted for by the client, to comply with regulatory and other legal obligations and to protect Clements & Co against a potential claim. In order to provide its services, Clements & Co relies on the services of certain data processors. These include secure cloud storage for files and emails. In each case, Clements & Co ensures that data is processed in compliance with this policy.

<u>Third Countries and Safeguards</u> - Other than where required in order to provide services as required in individual client matters, data is rarely sent to third countries. Where it is, the relevant devices are password protected and equipped with tracking and remote wipe software. The devices are personally accompanied.

<u>Retention Period</u> - Data (but not necessarily documents) is held for one to six years from the end of the relevant matter or for one to six years where not associated with a particular matter.

Data Subject's Rights - Where relevant, you have the right (subject to client confidentiality) to:

- withdraw consent to the processing of your data;
- complain to a supervisory authority regarding the processing of your data (https://ico.org.uk/);
   and.
- obtain a copy of the data held on you, and to correction of any errors in that data.

Automated Decision Making - None.

#### PROVISION OF SERVICE REGULATIONS 2009

- Our VAT registered number is 840 2224 70
- Our professional indemnity insurance provider is Accredited Insurance (Europe) Ltd.
- Our insurance cover for any one claim is £2,000,000.00
- We are authorised and regulated by the Solicitors Regulation Authority (No. 343781) whose address is Solicitors Regulation Authority, Ipsley Court, Berrington Close, Redditch, B98 0TD - http://www.sra.org.uk

All solicitors must attempt to resolve problems that may arise with their services. It is therefore important that you immediately raise with us any concerns or complaints you may have.

#### MONEY LAUNDERING/MORTGAGE FRAUD ETC

It is a legal requirement that we obtain evidence of identity from all clients. Please provide us with the items noted from **both** of the following lists:- (Other ID may be acceptable, please ask)

#### ONE FROM THIS LIST ...

### AND

- · Current signed passport
- Current full UK driving licence (please bring both sections of a photocard licence)
- Current UK provisional photocard driving licence (please bring both sections)
- Inland Revenue PAYE Coding Notice
- Benefits book or Benefits Agency/Department for Work and Pensions Notification letter
- Residence permit
- Construction Industry Scheme (CIS) Certificate (CIS4(T), CIS4(P) or CIS6
- · Services Identity Card
- Current Firearms Certificate
- National ID card
- Evidence of membership of a professional body

### TWO) FROM THIS LIST...

- Current full UK driving licence (if not already used as evidence of identity)
- Current UK provisional photocard driving licence (if not already used as evidence of identity)
- Bank, building society or credit union statement or passbook (with printed address)
- Recent utility bill, i.e. gas, electric, phone (not a mobile phone bill)
- · Current council tax bill
- Most recent original mortgage statement
- Benefits book or Benefits Agency/Department for Work and Pensions Notification letter (if not already used as evidence of identity)
- Solicitor's correspondence (relating to a house purchase and less than 2 months old)
- Local council rent card or local council tenancy agreement

IF YOU WISH, YOU MAY BRING YOUR ID/PROOF OF RESIDENCE WITH YOU WHEN YOU CALL IN N.B. IF YOU ARE UNABLE TO CALL TO OUR OFFICE IN PERSON YOU WILL NEED TO TAKE YOUR PHOTO ID AND TWO ORIGINAL PROOFS OF RESIDENCE TO A SOLICITOR FOR THEM TO CERTIFY AND FOR THE SOLICITOR TO POST THE CERTIFIED COPIES TO THIS FIRM.

Of course, we do not suggest that you are in any way involved in money laundering or mortgage fraud. The requirement to obtain ID has been imposed upon us by Government legislation

N.B This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <a href="https://www.fca.org.uk/register">www.fca.org.uk/register</a>.

If relevant to your transaction, we will also ask that funds relating to your purchase or other matter be transferred at the appropriate time to this firm's client account: • Lloyds Bank Plc • Clients account • Sort Code: 3 0 - 67 - 64 • Account No. 1 8 6 9 9 4 6 8.

We will never e-mail you to change our bank account details. If you receive any e-mails purporting to be from us and relating to financial transfers, these could be fraudulent communications; do not act on them and report them as soon as possible to us and to the Police. If you ignore this warning and send monies to a different account from the one set out immediately above, we will not be liable for any losses. If relevant to your matter, we will ask you at our first meeting or at the outset of your matter, for the account details of where funds should be transferred to you at the appropriate time. It is our policy to do this in person (as far as possible), and to obtain evidence in support (such as bank statements, which may be required in any case to comply with our Anti-Money Laundering regulations). It is our policy never to accept these instructions or any subsequent changes in bank account details by email and to only accept this and other non-face to face communications (letter, phone call etc.) after authenticating this with you in person or by a telephone call initiated by us and using the agreed contact number you provide to us at the outset of this retainer. We accept no liability for delays as a result of this due diligence and expect full cooperation and timely responses from clients in validating or refuting any such instructions.

You will transfer monies needed for funding your matter by cheque or direct bank transfer. We do not accept large cash payments, and we do not accept or provide bank details by e-mail due to increasing levels of fraud perpetrated through this medium.

#### Your right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the date of the creation of the contract.

To exercise the right to cancel, you must inform us (Clements & Co Solicitors, 73-75 Cae Glas Road, Rumney, Cardiff, CF3 3JX. Tel 02920 361771, Fax 02921 321061, e-mail: mail@clementsandco.org.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form below, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

#### Cancellation form

To Clements & Co Solicitors, 73-75 Cae Glas Road, Rumney, Cardiff, CF3 3JX. Tel 02920 361771, Fax 02921 321061, e-mail: mail@clementsandco.org.uk

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of the following
service
The contract for which was signed on
Reference
Client's name(s)
Client's address
Client's signature(s) (only if this form is notified on paper)
Date

#### STANDARD TERMS AND CONDITIONS

We are obliged by Law Society Rules to write to you concerning how your case will be dealt with and to set out our terms of business. Please do not let anything worry you, and please discuss with us anything that concerns you.

The fee for conveyancing will have been quoted to you and confirmed in a separate letter. The fee and insurance indemnity fee is our profit in the transaction and is subject to VAT. We are not giving advice on taxation or any other topic. Also, some of the charges below may not apply to all cases. If this transaction fails we will charge at our normal rates of £201 per hour plus one tenth thereof for letters written and received and telephone calls and faxes in and out.

#### On Remortgage/Transfer of Equity:

The usual disbursements or expenses are as follows:-

- Local Authority Search £90 £250 (varies according to area) (required by Building Society or Bank)
- Bankruptcy Search Fee £2 per name searched
- ➤ \*Land Registry Search Fee £8 \*Land Registry Office Copies £16 + extra for additional documents required
- Land Registry Registration Fee £20 £920 (this varies according to scale)
- ➤ Telegraphic Transfer/Admin Fees £36.00 each transfer/receipt includes a profit element of £12.50 plus VAT
- > Coal Mining Search Fee £30 Envirosearch £56 as required by the Building Society or Bank
- Insurance Indemnity fee £45 plus VAT This is a profit costs element (please read our 'terms' letter)
- > Stamp Duty Land Tax form (if required) if we complete it for you £50 plus VAT

If the property is Leasehold, there will also be a notice fee payable of approximately £50-£100 plus VAT. However, the fee does vary and may be more if we have to deal with additional work. Stamp duty may be payable on a transfer of equity.

#### On Sale:

\*Office Copy Entry Fee of £16+. Telegraphic transfer/Admin fees £36.00\* each transfer/receipt. includes a profit element of £12.50 plus VAT. Insurance indemnity fee £45 plus VAT - This is a profit costs element (please read our 'terms' letter)

We will also deduct the estate agents fee from the sale proceeds unless you instruct us otherwise.

On a leasehold sale, there may be a fee for a licence to assign the lease or for a covenant or indemnity.

#### On Purchase

The usual disbursements or expenses are as follows:-

- Local Authority Search approximately £90 £250 (varies according to area) (required by Building Society or Bank)
- Bankruptcy Search Fee £2 per name searched
- \*Land Registry Search Fee £8
- Land Registry Registration Fee £20 £920 (varies according to purchase price)
- Telegraphic Transfer/Admin fees £36.00\* each transfer/receipt includes a profit element of £12.50 plus VAT
- Stamp Duty at 1% of purchase price if over £125,000.00 (residential) and up to £250,000; 3% if over £250,000 and up to £500,000; 4% if over £500,000 to £1,000,000, 5% if over £1,000,000 − See attached sheet
- Coal Mining Search Fee £30.00 Envirosearch £56 as required by the Building Society or Bank
- Insurance Indemnity fee £45 plus VAT This is a profit costs element (please read our 'terms' letter)
- Stamp Duty Land Tax form if we complete it for you £50 plus VAT

If the property is Leasehold, there will also be a notice fee payable of approximately £50-£100 or more plus VAT. However, the fee does vary on individual cases. There is also extra stamp duty payable on new leasehold properties depending on how much rent is payable. You will be advised of the exact figure before completion. Also apportionment of Ground Rent can increase the sum payable by you, which can include maintenance charges. On a sale of a property, you must vacate by 2pm on completion day. A fee may be made for arranging indemnity insurance policies.

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Please also note the necessary information concerning completion. Firstly, it is important to note that by agreeing to these terms you allow us to deduct from monies held on your behalf any money due to us to satisfy charges incurred on your behalf. These include our charges and other fees required to complete. Please also note we require cleared funds, i.e. the money must actually be in our account on the day we complete. If this does not occur when we request it, it may delay completion and incur further charges for you. We hope that can be avoided. Some lenders will only send us completion monies by way of cheque, which can cause a delay of at least five days. A re-inspection of the property can also cause a four day delay for reasons completely beyond our control. Please also note very carefully that cleared funds may also be required at the time of exchange of contracts usually in the sums of 5% or 10% of the purchase price. Again, lack of cleared funds will delay the transaction.

Please also decide whether or not you wish to have a private survey undertaken on the structure or a full house purchasers survey completed on the property you are buying. This is always advisable and we would ask you to confirm to us whether or not this is required.

Please note that it is your responsibility and/or that of your financial adviser to ensure all conditions of your mortgage offer are satisfied. Failure to do so can result in delay or your mortgage advance being cancelled or delayed. This can be very serious and result in a claim being made against you for breach of contract in that completion can again be delayed or exchange of contracts prevented. We clarify that we do not give advice with regard to the suitability of any mortgage or property related loan, or any financial advice on any matter.

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We may also be acting on behalf of your Building Society/Bank and we will also owe them a duty of care. Therefore, we are obliged to inform them of all financial matters relating to your transaction such as a deposit being paid by a developer or paid or gifted by a Seller. If delay is to be avoided, you must give your financial adviser or lender all the necessary information that they have requested. Failure to do so will cause delay, again for reasons beyond our control. You must tell us if you have been bankrupt, or if there are bankruptcy proceedings pending against you.

Finally, we hope everything we do for you is satisfactory. However, if you are not satisfied, please contact the writer. If the writer is not able to satisfy your query, you may arrange to contact another partner of the firm. We hope this will not be necessary and we await hearing from you with your deposit in order to proceed. This will cover the cost of the searches. By signing this form you authorise us to proceed, and to provide progress updates to estate agents and/or financial advisors.

Please sign these terms to confirm you have read and understood them and return them to us with your deposit cheque.

We must have the terms signed by all parties to the transaction, before we are able to proceed.

Finally, at this time, we would also advise you to review your Will, and if it is not up to date, or you have not made one, to consider making a Will.

#### Clements & Co, Solicitors

Please complete the Stamp Duty Land Tax form on my behalf. I am aware that there is a charge of £50 plus VAT for this service. 

(DO NOT TICK BOX if you want to complete the form yourself) N.B there is an Inland Revenue financial penalty (min. £100) if the transaction is delayed because the form is incomplete.

#### PLEASE READ CAREFULLY AND RETAIN THIS COPY

## **SIGNED SSAS RESOLUTION**

### SSAS INVESTMENT RESOLUTION

At a meeting of the trustees of the Millstone Executive Pension held on 7<sup>th</sup> October 2020, it was resolved that:

- 1. The member trustees have received a request by PEGASUS PROPERTY RENOVATIONS AND DEVELOPMENTS LIMITED (Company Number: 10698019) of 6a Little Aston Lane, Sutton Coldfield, England, B74 3UF to loan a sum of £100,000 in order to secure the retention of an investment property, in order to take advantage of this opportunity the scheme trustees namely STEPHEN JOHN HOWELLS OF Brynna Mill, Brynna, Pontyclun, CF72 9QP and STEVEN DICKS of Oakland House, Tondu, Bridgend, CF32 0EH (The Members/Trustees) have agreed to make such a loan. Therefore in accordance with their powers under the scheme trust documentation, assets of the fund shall be used to provide a fixed term loan to the above individual.
- Investment powers and duties in relation to this transaction are delegated under the trust documentation to the Member Trustees above and have agreed for the transaction to be carried out on behalf of the scheme.
- All necessary documentation has been viewed by the Member Trustees before agreeing to the loan in addition to commissioning an independent solicitor as the loan will be secured by way of a first charge to give security to the scheme.
- 4. The Member Trustees are satisfied that the above loan is an acceptable and commercial transaction and in keeping with the scheme legislation and has agreed the loan subject to valuation and all legal searches being satisfactory.
- The members/trustees have appointed the following independent solicitor to carry out all necessary searches and conveyancing to completion. Mike Clements of Clements & Co Solicitors, 73-75 Cae Glas Road, Rumney, Cardiff, CF3 3JX.
- 6. In addition to any indemnities conferred on him by law or under the trust documentation, the scheme Administrators "The Practitioner Partnership LP, Retirement Capital" and all associated companies or delegates are not liable for any act or omission of the Member Trustee or his advisers or their delegates in relation to the exercise of the powers referred to in 1. Above.
- 7. The Member Trustee confirms that "The Practitioner Partnership LP, Retirement Capital" and any associated companies or delegates will not be liable for any unauthorised payment charge, unauthorised payment surcharge, scheme sanction charge or other tax charge that may be levied by HMRC in connection with this loan should one ever arise.

 The Member Trustee has agreed for the loan funds to be made available by bank transfer from funds held on deposit with Lloyds Bank to the following Solicitors Client account on exchange of contracts:-

Bank:

Lloyds Bank Plc

Account name:

Clements & Co Solicitors clients account

Account number.

18699468

Sort code.

30 - 67 - 64

- The Member Trustees agree for payment to be made and will provide the necessary transfer prior to exchange of contracts.
- 10. The loan will be for a term of 12 months at a rate of 6.5% per annum simple, payable on repayment of the loan.
- 11. Security will be provided by way of a first charge on 57 Lanelay Road, Pontyclun, CF72 8HY entitling the scheme to the sale proceeds only in the event of default.
- 12. The Member Trustees hereby confirms and agrees to the scheme investment as described in 1. over and paid in line with 10. above.

Signed (Trustee) S Wheels
Name (printed) Stephen Howells
Date07/10/2020
Signed (Trustee)
Name (printed) Steven Dicks

07/10/2020

Date

## **SIGNED PAYMENT AUTHORITY**

## **Outward Payment Instruction**

(Faster Payments & CHAPs)

Date:



V.A.M. Registered Scheme Administrator

1. Cu	ıstomer de	talls								
Customer Name	Millsto	ne Executive Pension	Account Number	0 4	9	1	9	0	8	8
2. Pa	yment det	ails				P		THE STREET	1	100
CHAI Accord Amount (GE	er Payment (N Ps (£25.00 Fe unt To Account BP)	e) Transfer	Date To Process	26	V	0	2	0	2	0
Benefician Benefician Number	Clements & Co Solicitors clients account									
4. Cu	ıstomer Si	gnature				1		18	8/15	
Authorised Signature  SAPULLS  Date: 22   1 0   2020			Authorised Signa  Date: 22	lio / 2x	)					
FOR INTE	_	NLY	Authorised By Signature:							

Date: