

COACHLANDS FARM TENBY LOAN TERMS

Valuation	£280,000
Loan Amount	£225,000
Use Of Funds	Land Purchase
Loan Term	12 Months
Pension Loan rate	4.00% per annum
Loan Type	Interest only Rolled Up payable 6 monthly
Loan Basis	Secured with 1st Charge against Coachlands Farm
Arrangement Fee	met by borrower
Lenders Solicitors Fees	met by borrower
Borrowers Legal Fees	met by borrower
Purpose of Loan	Purchase of development and conversion

Private Agreement

Interest Rate	2%
Payable	3 monthly in advance as cash
Amount	£375 per month (£1,125 Quarterly)

Borrower New Eco Developments Limited (Company Registration Number 09045536) whose registered office is at 3 Frampton Lane, Llantwit Major, Vale Of Glamorgan CF61 2UZ ("the Borrower");

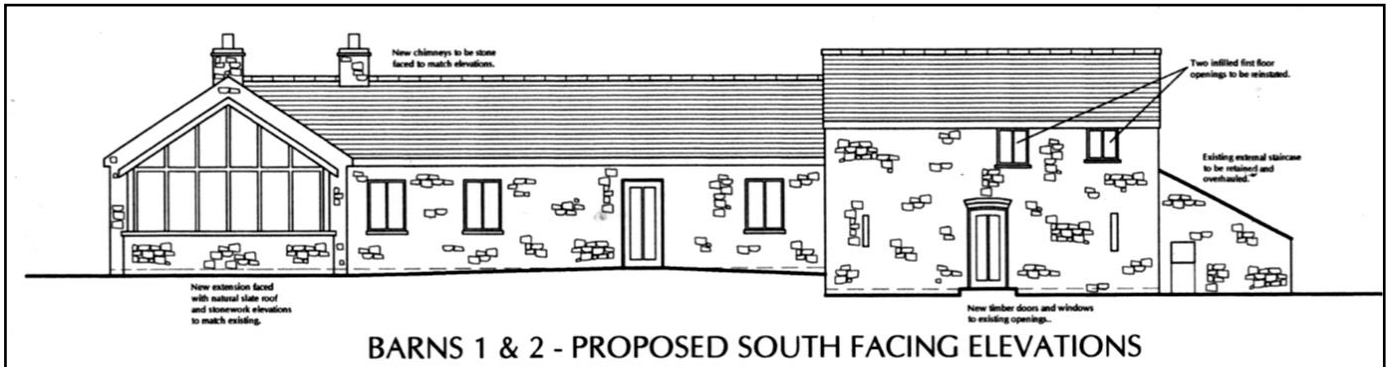
The subject property forms part of a farm yard with four stone farm buildings which have the potential to be converted into five residential units. Plus there is a further modern larger farm shed which is constructed from block walls with timber slats and a metal sheet clad roof. This and the land to the rear and to the front is to be included within the purchase. The total site area is about 0.61 hectares / 1.5 acres. The old farm buildings have stone walls and have a mixture of sloping roofs which are clad with metal sheets or slates. The buildings are currently used as part of the farm and have livestock and hay in the barns. The barns have planning consent to be converted into 5 residential units.



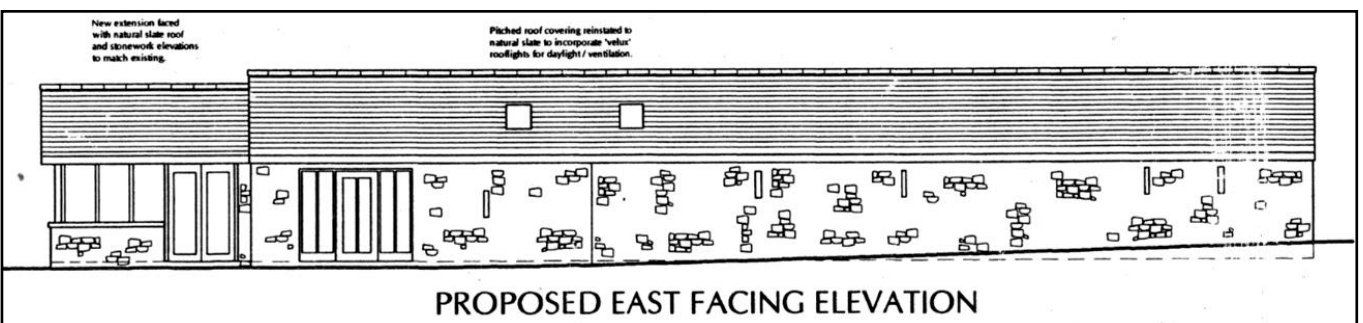
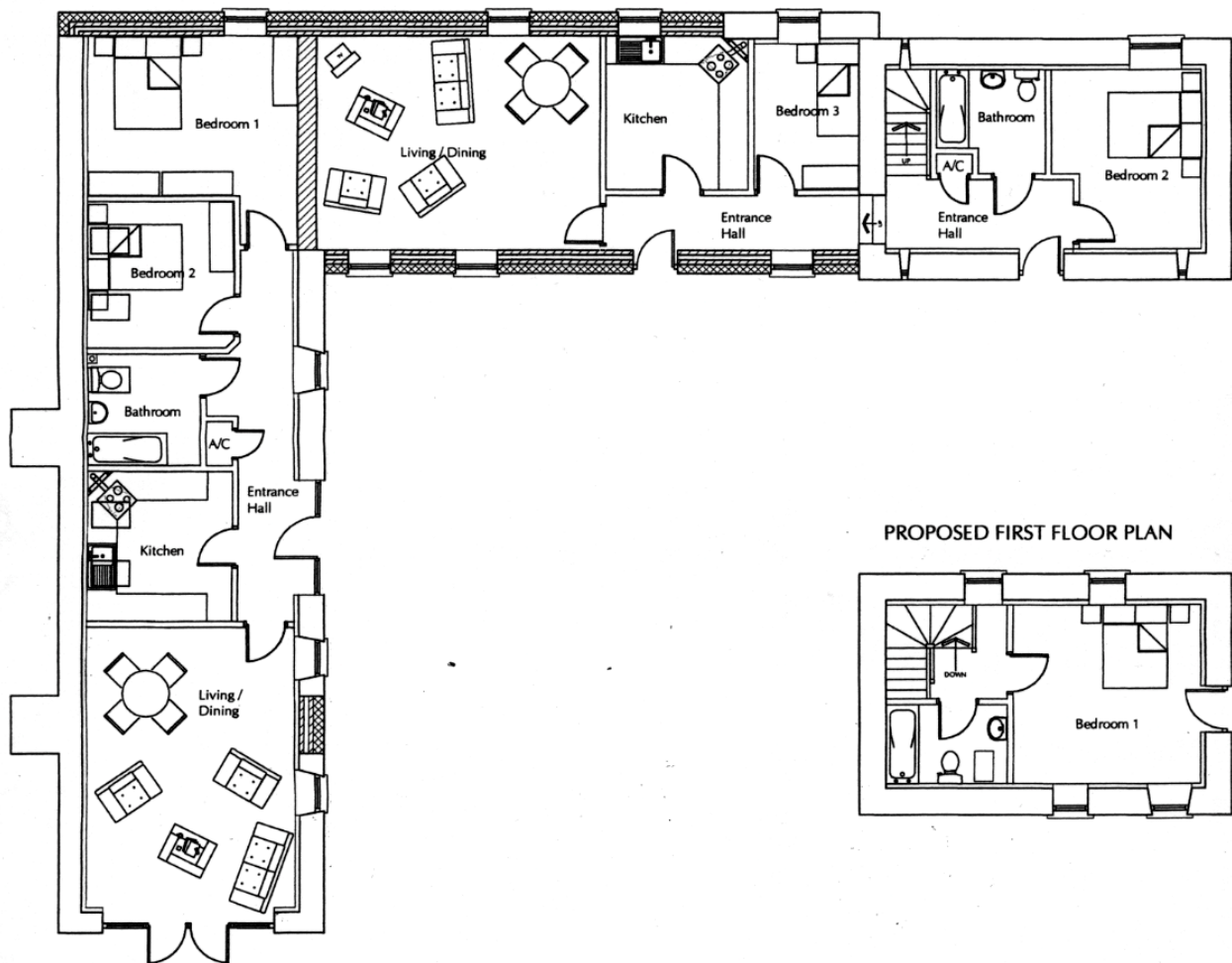


BARNs 1 AND 2

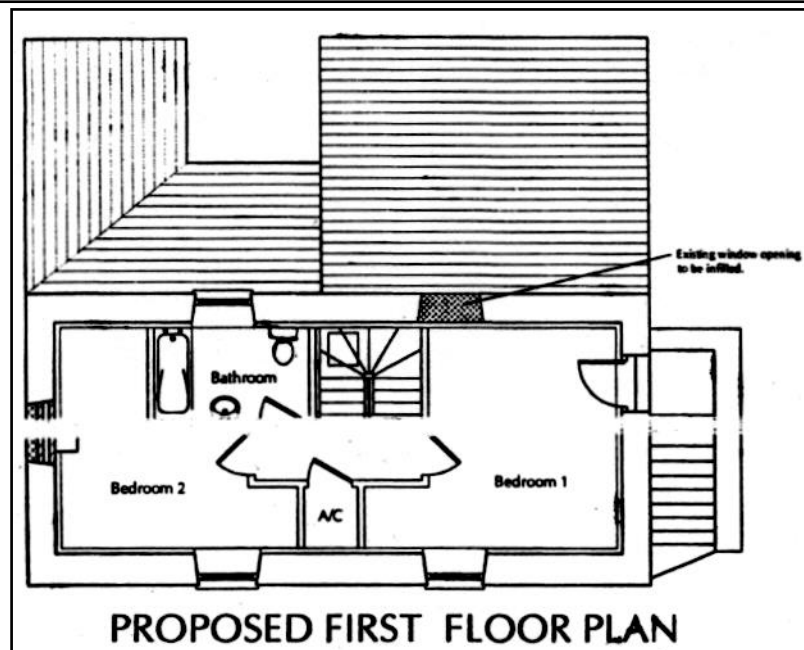
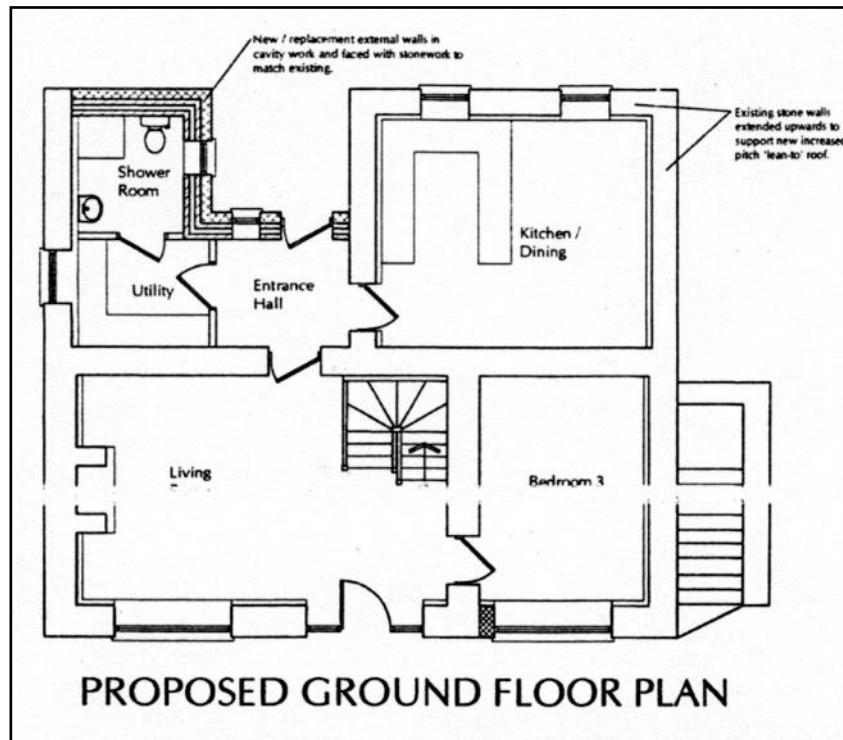
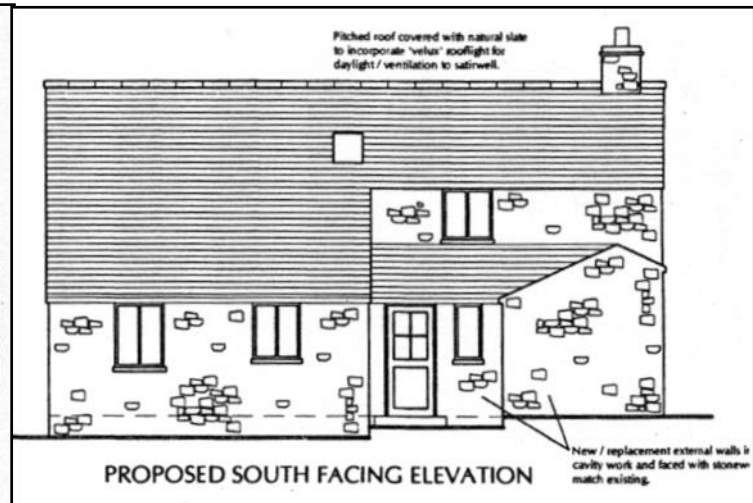
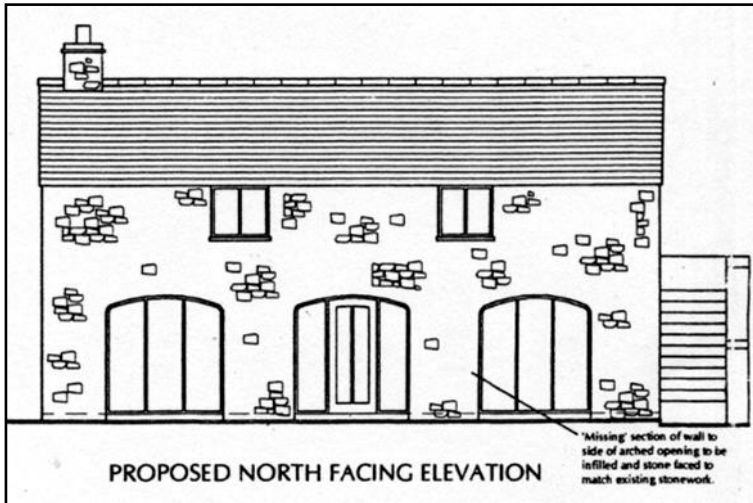
FOR IDENTIFICATION PURPOSES ONLY AND NOT TO SCALE)



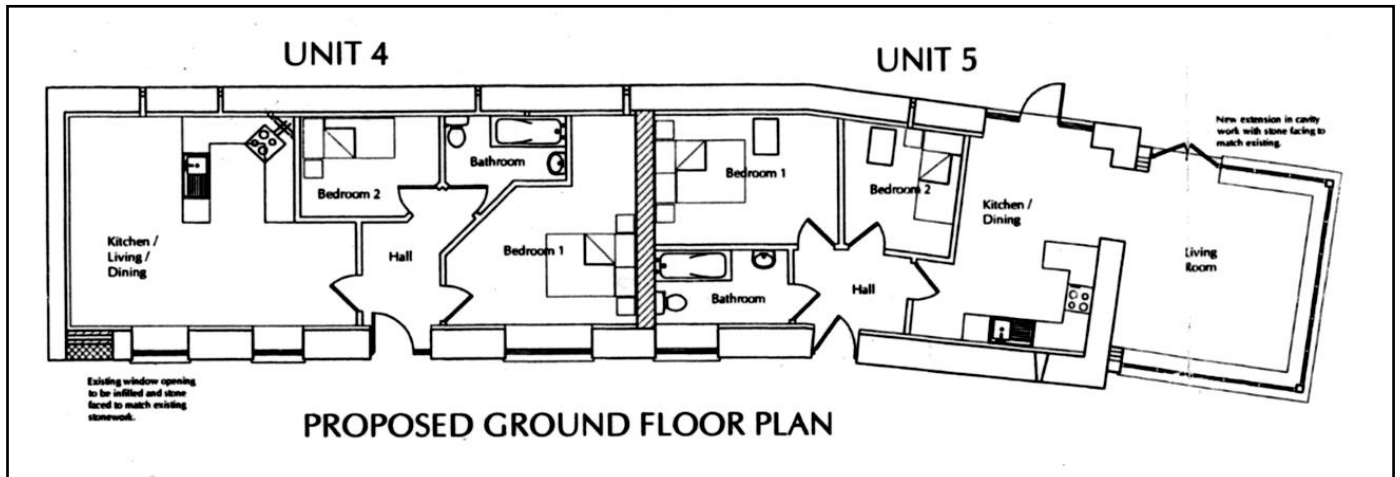
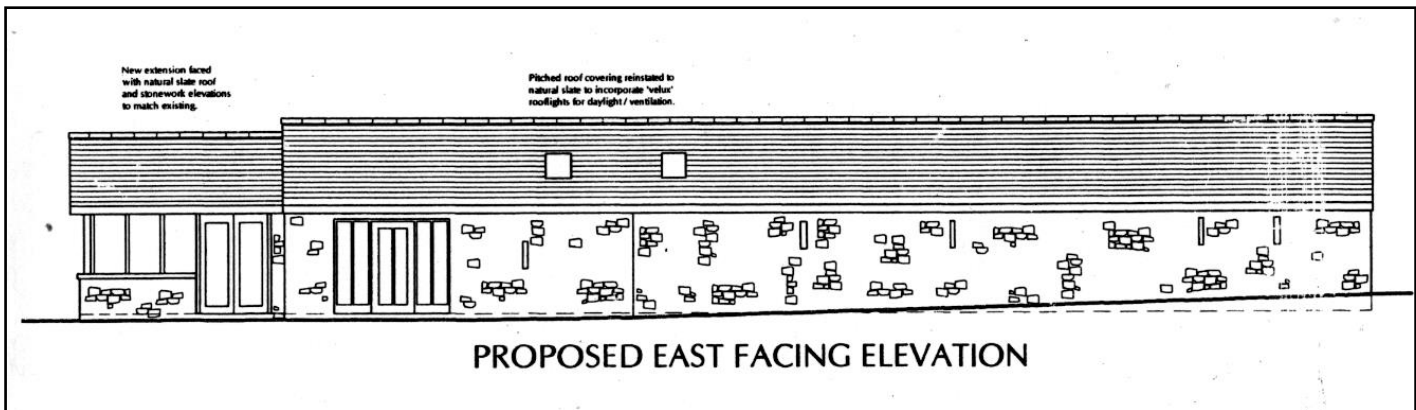
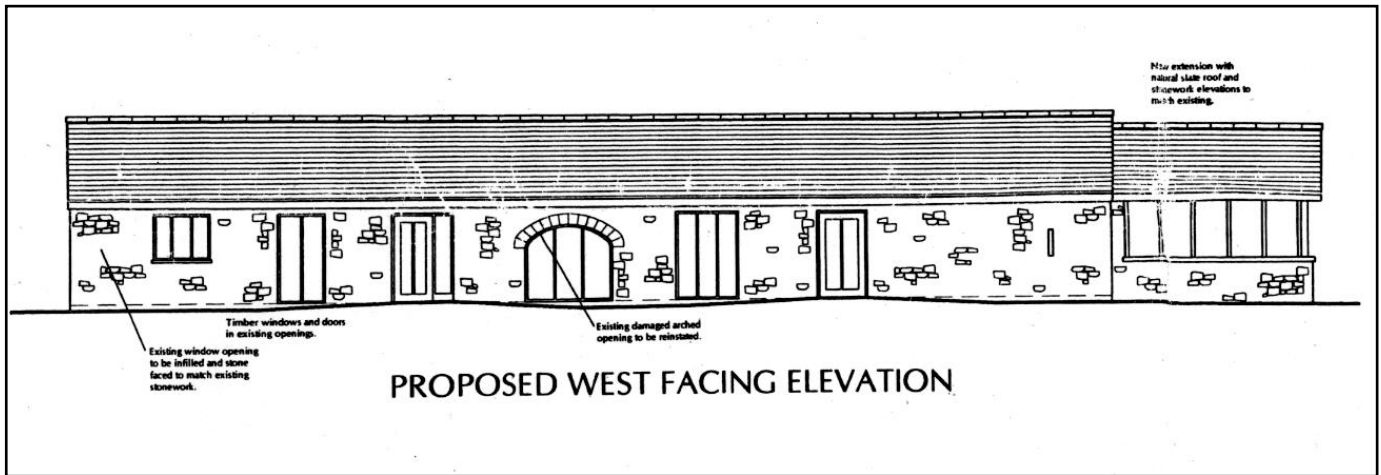
PROPOSED GROUND FLOOR PLAN



BARN 3



BARNs 4 & 5



VALUATION

VALUATION REPORT

in respect of:

**The Barns
Coachlands Farm
Sageston
Tenby
SA70 8SB**

For:

Stratford Collins Consultants Ltd

Date of Report:

12th June 2019

- **Commercial Sales & Lettings**
- **Valuations & Surveys**
- **Advice for Landlords & Tenants**
- **Commercial Property Management**
- **Residential Block Management**
- **Development & Investment Advice**

1. INTRODUCTION:

Our instructions were given verbally in the first instance by Mr Adrian Shakespeare, on behalf of Stratford Collins Consultants Ltd and confirmed in our letter dated 7th May 2019, a copy of which is enclosed in Appendix 1 attached hereto.

The property is being purchased by our client and comprises of old farm barns which have the potential to be converted into residential units. We are required to provide our opinion of the of the subject property to assist you with your business needs. We are required to provide our current opinion of the Market Value as defined by the RICS (the definition of which is enclosed within Appendix 2), of the freehold interest with vacant possession as existing and upon the special assumption that planning consent has been gained for the conversion into residential units as per the plans provided to us. We are also instructed to value the property upon the special assumption that the proposed development has been completed in accordance with the plans and details provided to us.

We are not aware of any conflict of interest in accepting and undertaking this valuation instruction.

The valuation has been undertaken in accordance with the RICS Valuation – Global Standards 2017 and accordingly we have undertaken our inspection and prepared our opinion of value in accordance with the definitions, caveats and limitations contained in Appendix 2 attached hereto.

Where we refer to a “special assumption”, this is defined by the RICS as ‘An assumption that either assumes facts that differ from the actual facts existing at the valuation date, or that would not be made by a typical market participant in a transaction on the valuation date’.

2. VALUER:

Sarah Foster BSc PGDip MRICS

The Valuer is a RICS registered Valuer and is external within the meaning of the RICS Valuation – Global Standards 2017.

The Valuer has sufficient current local and regional knowledge of the market for the subject property and possesses the skills and understanding required to undertake the valuation competently.

3. DATE OF INSPECTION:

The property was inspected on 21st May 2019. For the purposes of this report, we assume the condition and circumstances noted at the property have not changed as at the date of valuation.

4. SITUATION & LOCATION:

The subject property is located within the village of Sageston which is in South Pembrokeshire in South West Wales.

Sageston is a small village which is situated alongside the north of the A477 main road through South Pembrokeshire. The village is situated about 6 miles to the west of Tenby which is a popular coastal and tourist town and is 5 miles to the east of the small towns of Pembroke and Pembroke Dock. Sageston comprises of mainly houses plus there is a primary school and public house.

The subject property comprises of part of a farm yard which is situated about 1 mile to the east of the village centre and is situated on the south side of the A477. The immediate surrounding area comprises of farm land.

Location plans are enclosed and a extract of the Ordnance Survey plan which shows the property highlighted in red for identification purposes only.

5. DESCRIPTION:

The subject property forms part of a farm yard with four stone farm buildings which have the potential to be converted into five residential units. Plus there is a further modern larger farm shed which is constructed from block walls with timber slats and a metal sheet clad roof. This and the land to the rear and to the front is to be included within the purchase. The total site area is about 0.61 hectares / 1.5 acres.

The old farm buildings have stone walls and have a mixture of sloping roofs which are clad with metal sheets or slates. The buildings are currently used as part of the farm and have livestock and hay in the barns.

The barns did have planning consent to be converted into residential units, however, this planning consent has expired. The plans for the proposed accommodation are enclosed within the rear of this report.

Details of the proposed residential units are provided in the next section of this report.

Photographs of the buildings as existing are enclosed within the rear of this report.

6. ACCOMMODATION:

The proposed residential units will comprise as follows:

- | | |
|----------|--|
| Barn one | Living / dining room, kitchen, bedroom 3, bathroom, bedroom 2.

First floor: Bedroom 1 and bathroom. |
| Barn Two | Living / dining room, kitchen, bathroom, bedroom 2, bedroom 1. |

Barn Three Ground Floor: kitchen dining room, living room, bedroom 3, utility room, shower room.

First Floor: two bedrooms and bathroom.

Barn Four Kitchen/living/dining room, bedroom 2, bathroom, bedroom 1.

Barn Five Living room, kitchen dining room, bedroom 2, bedroom 1 and bathroom.

The units will have private gardens to the rear and there will be a central forecourt area providing parking space, plus additional five garages are to be constructed.

7. SERVICES:

We assume that all main services will be available to the premises with the exception of gas. We have not been provided with details of the proposed services to be provided within the units. We assume they would be suitable for the proposed units.

8. REPAIR & CONDITION:

At the date of inspection, the barns were in use as farm buildings and a brief inspection of the external of the buildings was undertaken.

The barns are old stone and slate barns which are currently still in use and are suitable as basic barn buildings. They are also suitable for conversion into residential units, subject to planning consent. Only a brief inspection was undertaken for valuation purposes and we assume the structures are sound and suitable for conversion. No obvious defects were noted during our inspection.

9. TENURE:

We are instructed to value the freehold interest in the property. We have not inspected the title deeds and therefore for the purposes of this report assume that good title can be shown with no unusual, onerous or restrictive liabilities or covenants that may affect the use and/or value of the property.

The freehold interest is likely to be within the freehold interest within the whole farm and a new title will be provided upon the purchase of the site.

We assume the proposed converted barns could be sold as separate freehold titles and appropriate shared ownership and maintenance liability of the shared access road and central area.

10. PROPERTY TAX:

The properties are not likely to be liable for property tax at present. Upon completion of the proposed renovation into residential units they would be assessed accordingly for Council Tax purposes.

11. STATUTORY CONSENTS:

For the purposes of this report we have assumed the original construction and the extensions and alterations comply with all necessary statutory consents and requirements including Town and Country Planning and Building Regulations.

The property is in the administrative area of Pembrokeshire County Council. The current Statutory Development Plan for the County is the Local Development Plan (LDP), which was adopted on 28th February 2013. This provides the basis on which development control decisions are made. Within the adopted LDP plan, the property is outside the settlement area of Sageston.

The property obtained planning consent in May 2007 for conversion into residential units for owner occupation or for holiday let use. However, this planning consent had the usual condition to be commenced in 5 years and has therefore expired. It could be possible to obtain the same or similar planning consent however planning policies may have changed, **we therefore recommend that you explore the planning situation with the local authority prior to proceeding with the purchase.**

12. ENVIRONMENTAL ISSUES:

No indications of past or present contaminative land uses were noted during the inspection. However our inspection was only of a limited visual nature and we cannot give any assurances that previous uses on the site or in the surrounding areas have not contaminated subsoils or ground waters. You are advised to ensure that your legal adviser takes up the usual enquiries on your behalf in respect of possible contamination issues, prior to purchase.

The property is not close to a watercourse and is not highlighted as being in an area with a high flood risk on the Natural Resources Wales Flood Risk Maps.

13. HIGHWAYS:

The main road giving access to the farm is an adopted highway and therefore maintainable at public expense. The farm is then accessed via a private access road through a field. We assume that the proposed freehold interest of the barns will provide full rights of way over the access road or the secondary road will be included within the title deed of the freehold interest. **Your legal advisors should investigate and confirm this.**

14. VALUATION APPROACH:

We have undertaken our valuation using the market and cost valuation approaches, using the comparable and residual valuation methods. We have assessed sales of similar properties in the area and have also undertaken a residual valuation taking into account the potential end values less the estimated development costs of the conversion into residential units. We have also applied our general knowledge of the current market conditions.

15. VALUATION COMMENTS:

The housing market in South West Wales has been relatively stable and static in the last five years with little change in house prices. There is demand for good quality houses in popular locations, some of these have seen some price increases in recent years. There is also some demand for investment and development opportunities.

In April 2016, changes to the stamp duty tax paid by landlord/investment and second home buyers was introduced which has impacted the number of investor purchasers in the market.

The economy has recently been providing low growth. In the immediate short term future, the economy performance is uncertain due to the impending exit of Britain from the European Union. The current situation is providing uncertainty over future economy and property markets. In the medium to long term, commercial property values will be dependent on the general patterns in the economy.

The subject property comprises of existing old farm buildings which are stone and slate roof which did previously have consent for conversion into residential units. However, this planning consent has expired. The property is situated close to the popular coastal town of Tenby in South Pembrokeshire. We consider the property could be of interest for conversion into residential dwellings for owner occupation or for the holiday let market. We have considered sales of other similar sites in the area, although there are not very many recent comparable sales and have also undertaken an assessment by considering the potential end values less estimated development costs.

As there are no recent directly comparable site sales in the area, we consider the site value is a little uncertain and demand from developers is currently limited and uncertain.

We have been advised that you are currently in the process of purchasing the property at an agreed purchase price of £250,000 for the existing barns and also the larger modern farm building and land to the south. We understand your intention is to convert the units into residential dwellings upon obtaining planning consent.

Based on our assessment of transactions in the area and the general market conditions we consider the agreed purchase price fairly reflects the current value of the property, **this is assuming that planning consent could be obtained and we recommend you explore this further prior to purchase.** We consider the value could be enhanced upon receipt of the planning consent, we consider the value of the site with planning consent may be in the region of £280,000.

There have been some sales of converted barns in Sageston which have ranged from £155,000 - £230,000. We have also assessed valued of general houses in the area. Upon completion of the proposed conversion into residential units we consider the barns could have a value in the region of £160,000 for the two bedroom barns and £190,000 for the three bedroom barns. The site is however currently part of the farm and it is difficult to imagine the buildings being converted and site completed. The values achievable are therefore a little uncertain and dependent on the quality of the completion of the development.

16. VALUATION:

As at the date of this report, we are of the opinion that the freehold interest in the property with vacant possession, has a market value in the region of:

£250,000

(Two hundred and fifty thousand pounds)

Upon the special assumption that planning consent is obtained for the conversion of the old barns into residential units as per the plans provided to us, we are of the opinion that the property would have a market value in the region of:

£280,000

(Two hundred and eighty thousand pounds)

Upon the special assumption that proposed conversion into residential units has been completed as per the plans and details provided to us, we consider each unit would have a market value in the region of:

Two bedroom barns - £160,000

(One hundred and sixty thousand pounds)

Three bedroom barns - £190,000

(One hundred and ninety thousand pounds)

Signed:



Dated: 12th June 2019

SARAH FOSTER BSc PGDip MRICS

For and on behalf of

RJ CHARTERED SURVEYORS

**ETHOS, KINGS ROAD, SA1 SWANSEA WATERFRONT
SWANSEA SA1 8AS
E-MAIL : sarah@rj-cs.co.uk**

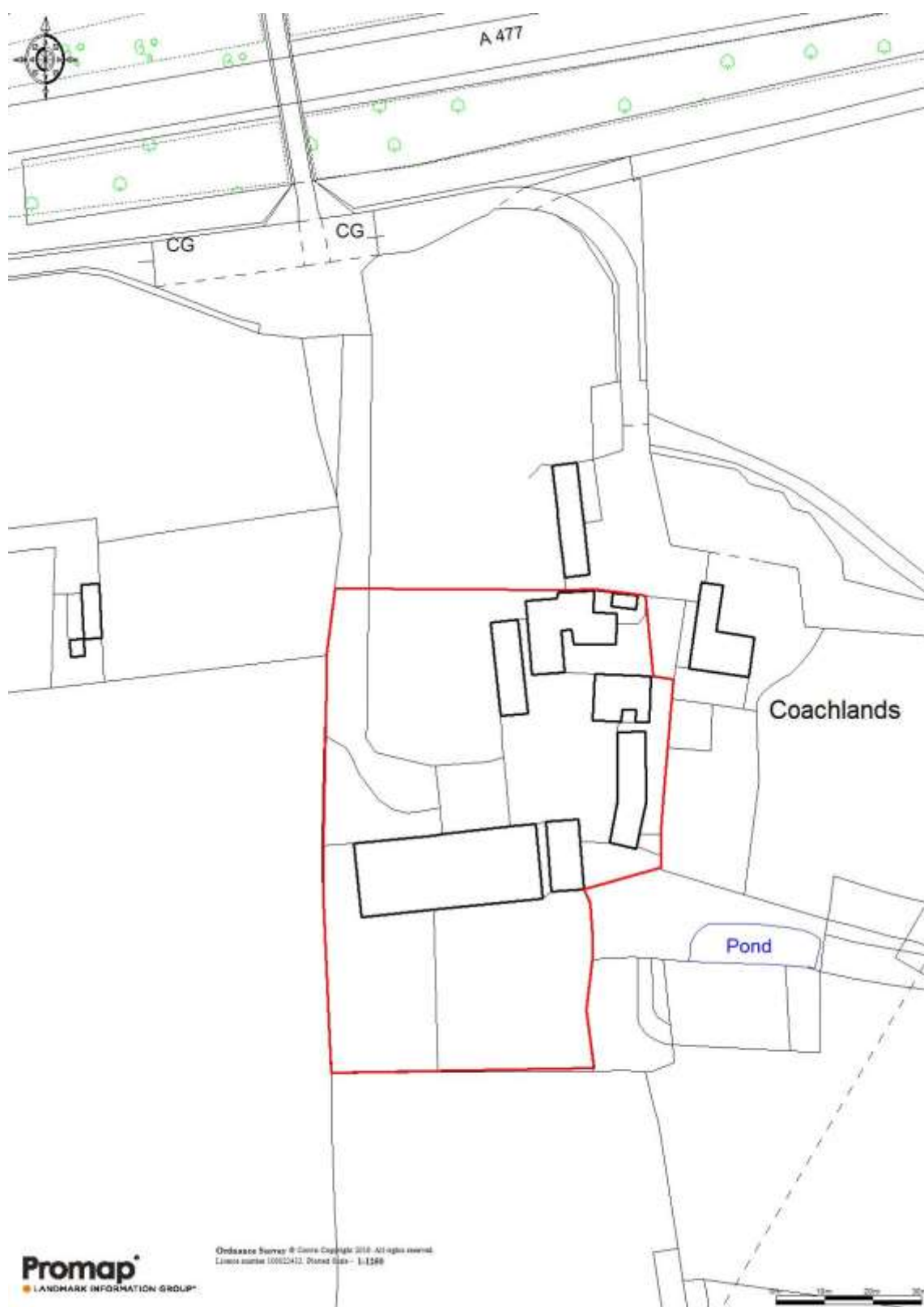
PHOTOGRAPHS

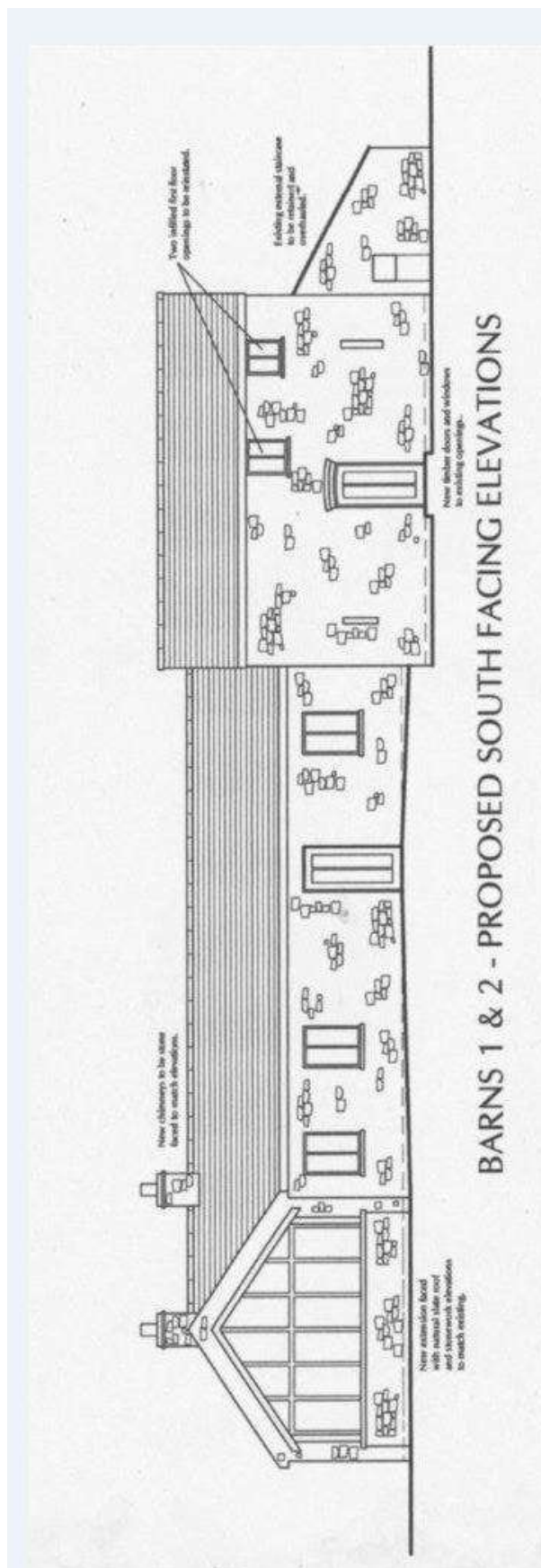


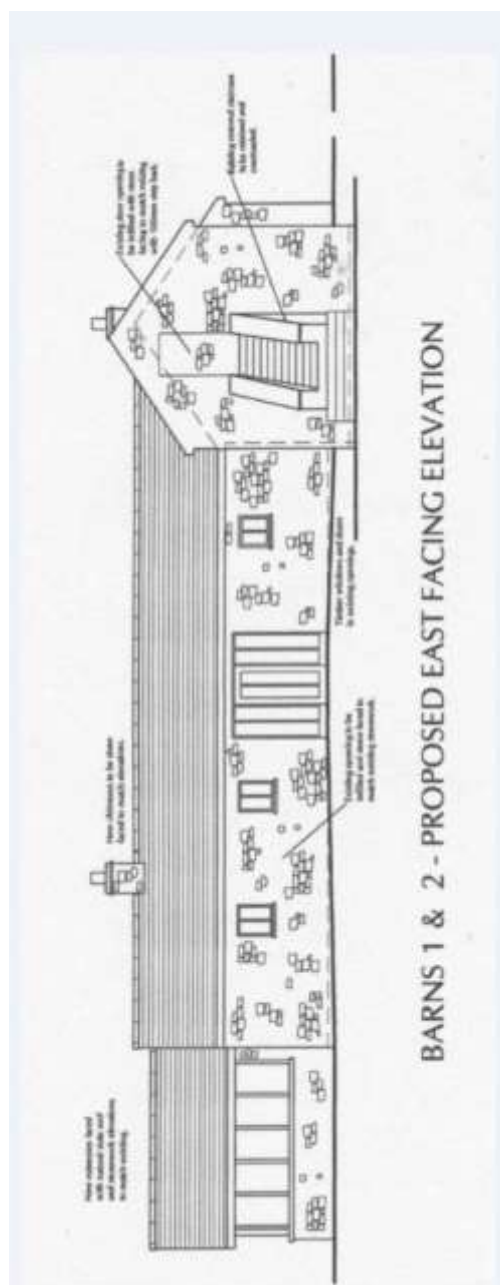
PLANS



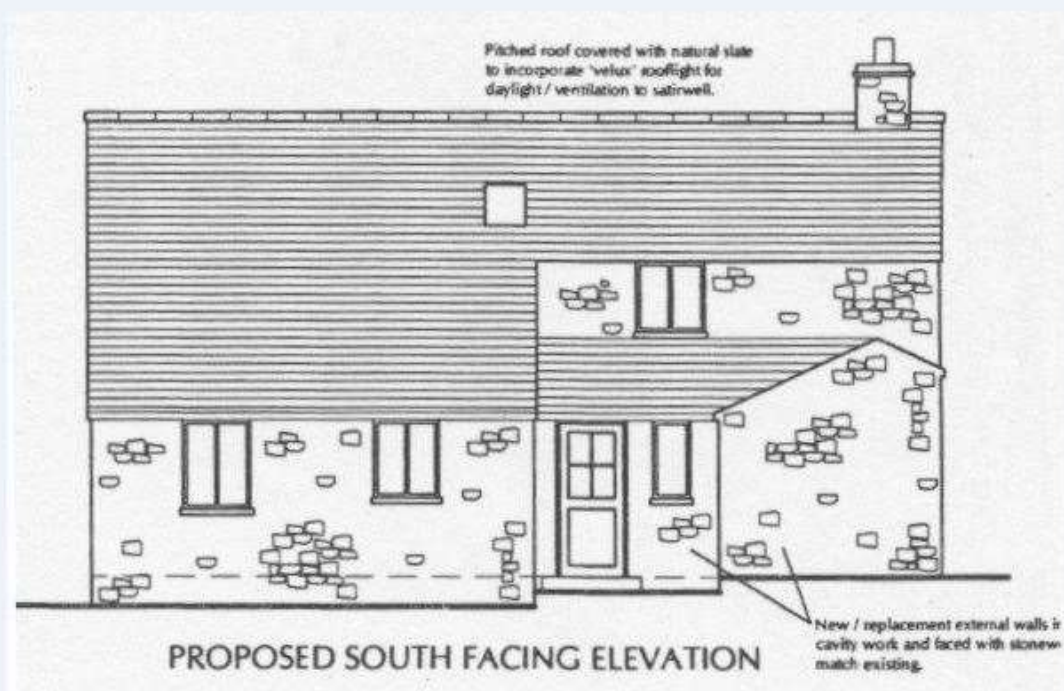




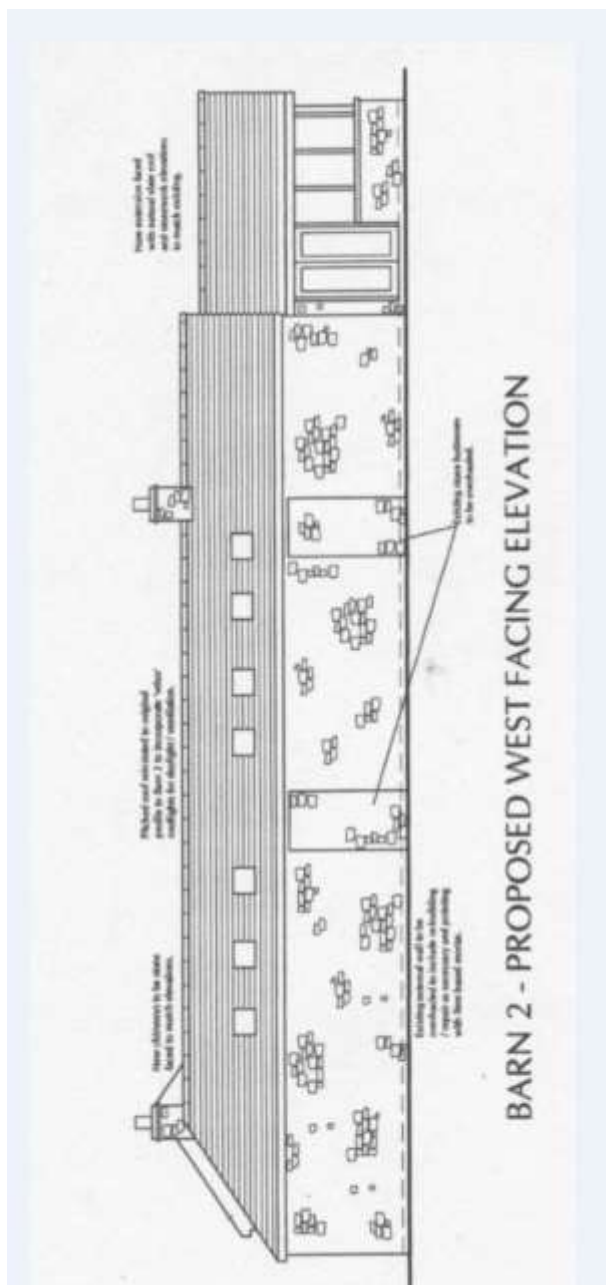


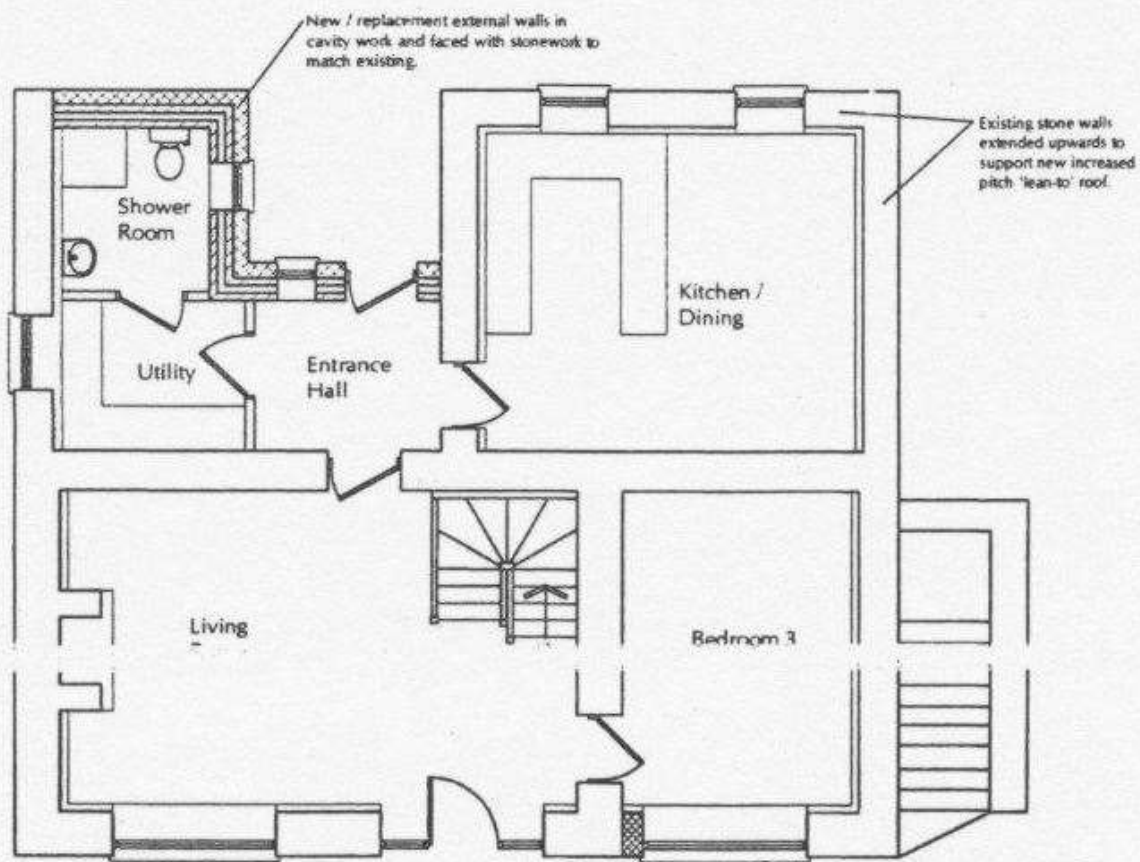




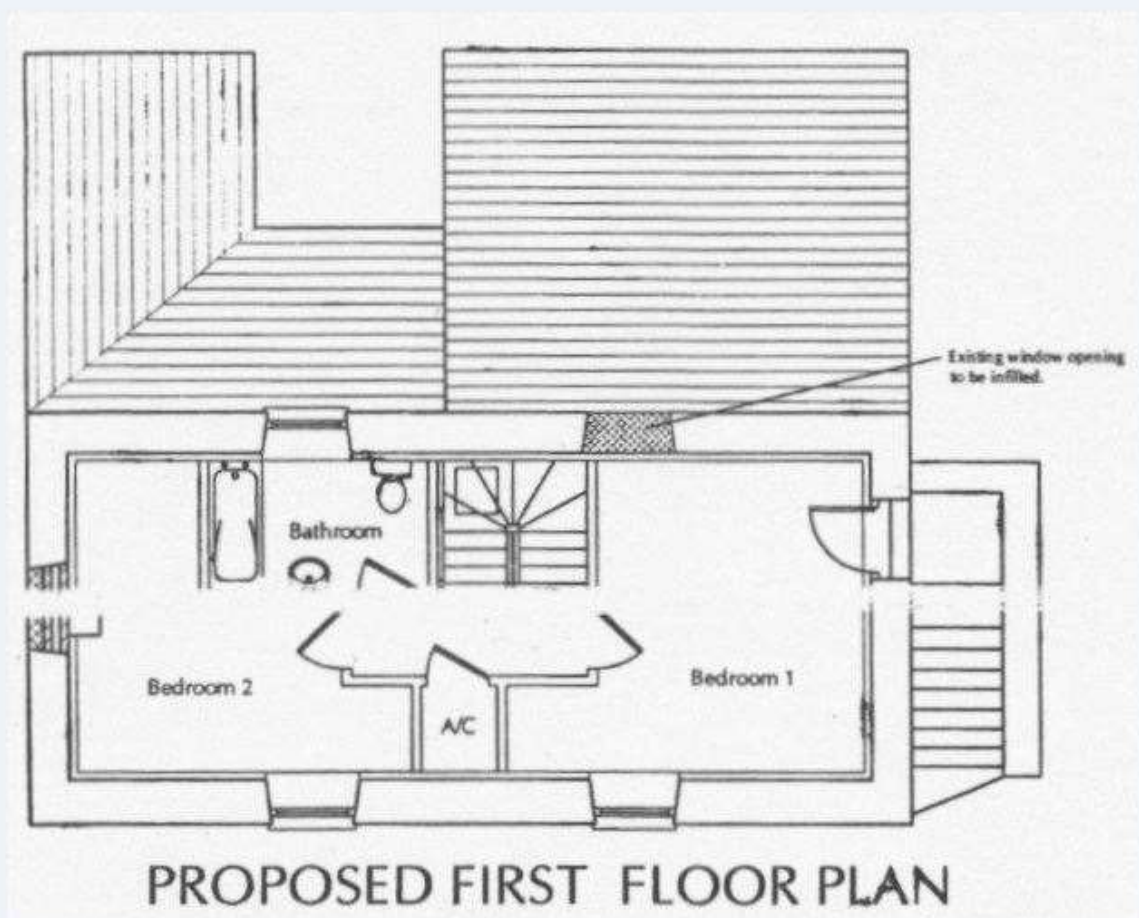


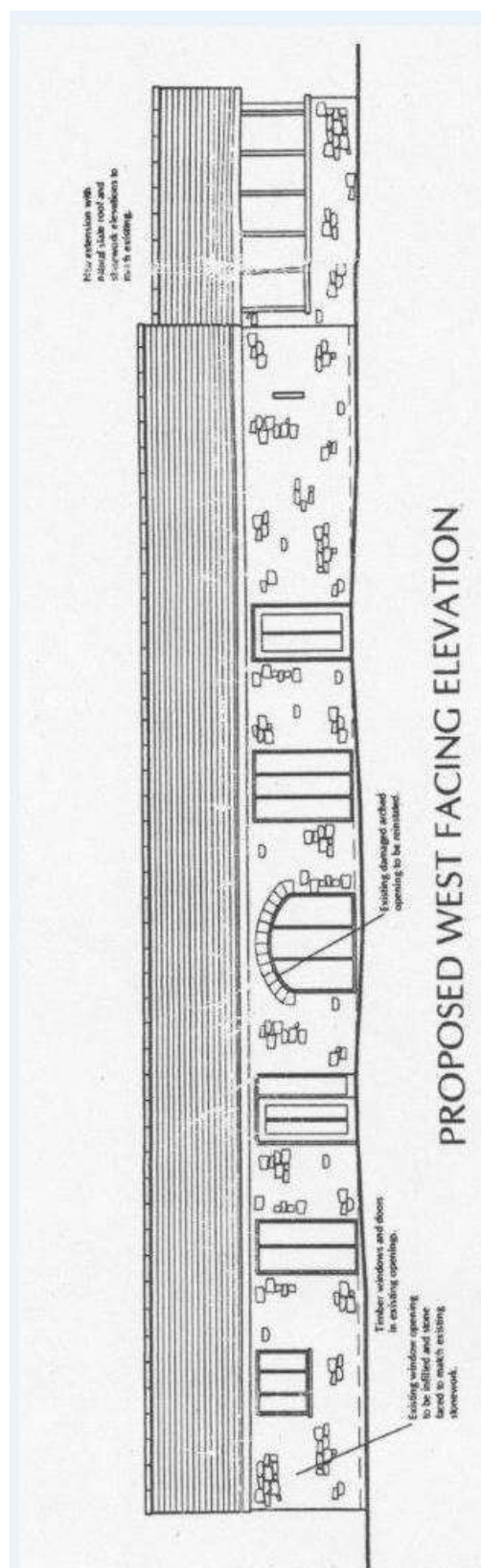


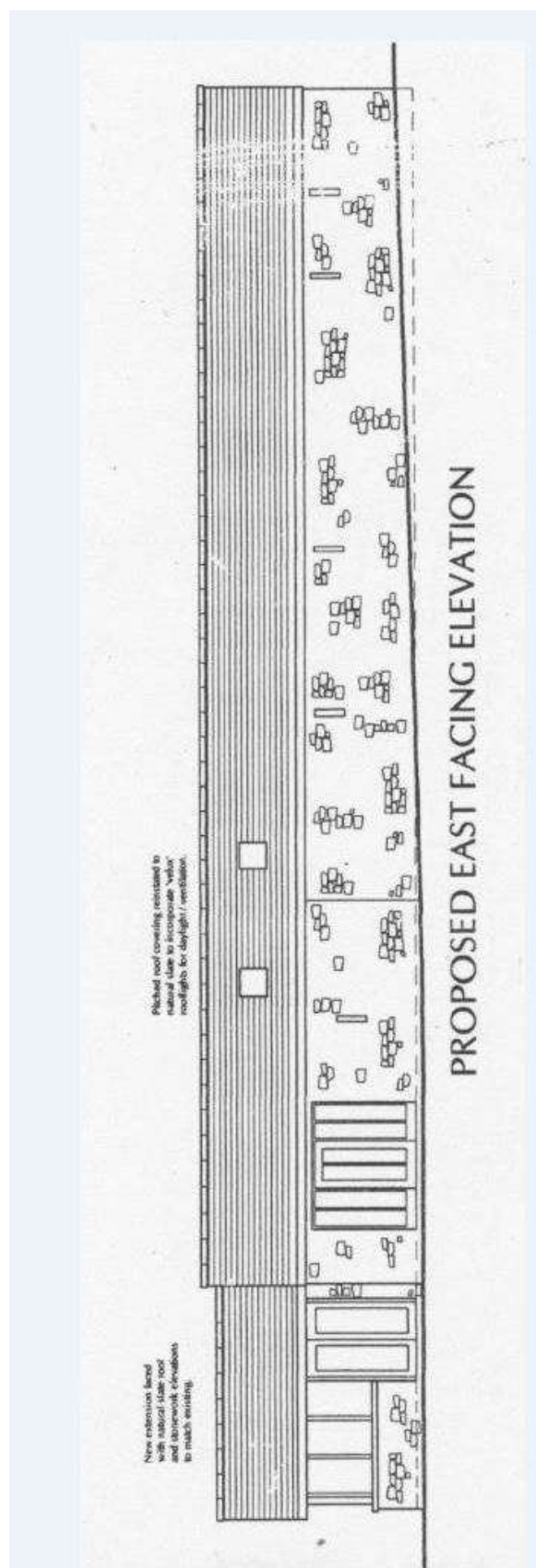


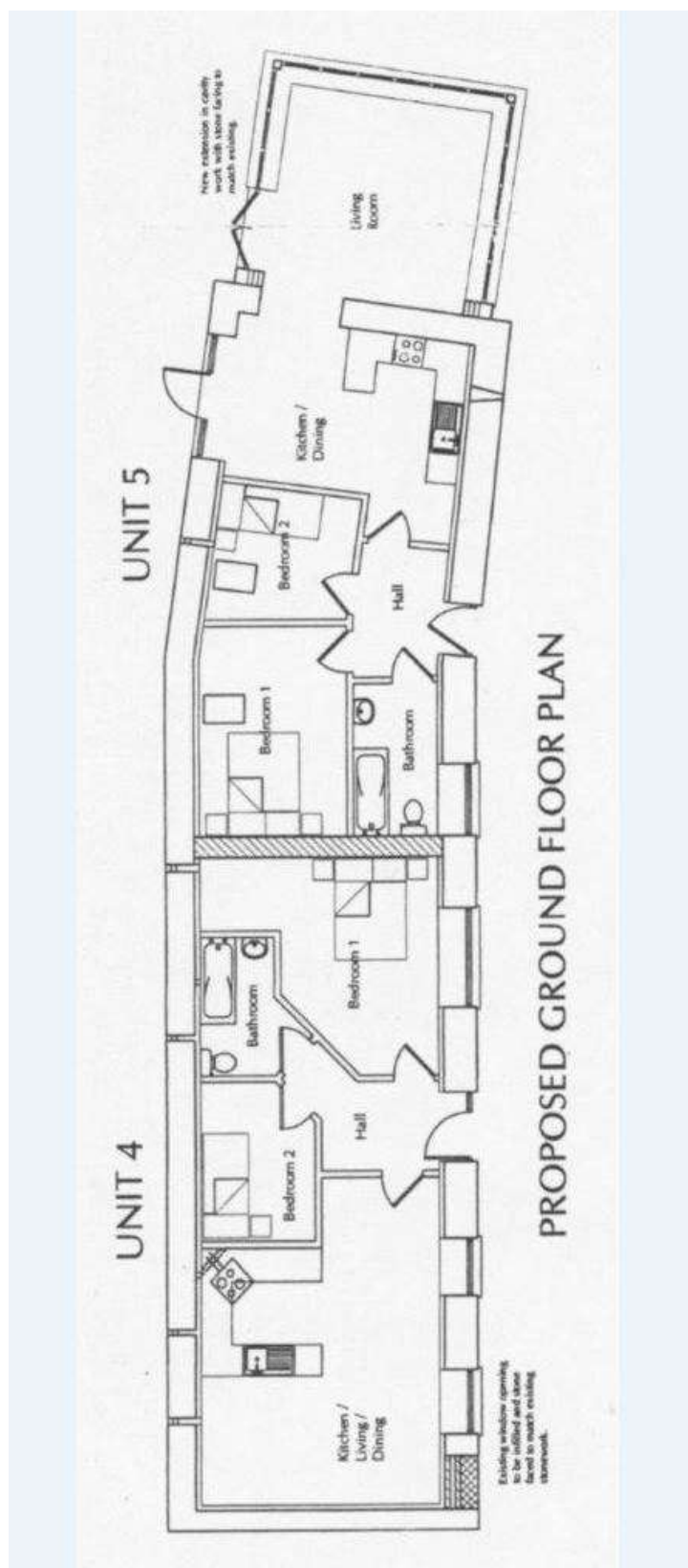


PROPOSED GROUND FLOOR PLAN









APPENDIX 1 – Instruction Letter and Terms & Conditions of Engagement

Our Ref : SF/A/11258
Your Ref :
Date : 7th May 2019



Mr Adrian Shakespeare
Stratford Collins Consultants Ltd
PO BOX 83 Llantwit Major
Vale Of Glamorgan
CF71 9BT

 Ethos, Kings Road,
SA1 Waterfront,
Swansea, SA1 8AS
 01792 648809
 [rjcharteredsurveyors.co.uk](http://rjcharteredurveyors.co.uk)

Email only - adrian@stratfordcollins.co.uk

Dear Mr Shakespeare

The Barns, Coachlands Farm, Sageston

Further to your recent email dated 2nd May 2019, we hereby set out the details of your valuation instruction and enclose our terms and conditions of engagement for your approval.

Client/Addressee of Report:	Stratford Collins
Property to be Valued:	The Barns, Coachlands Farm, Sageston
Type of Property & Use:	The property is land and unused barns which have conversion potential.
Purpose of Valuation:	To provide our opinion of value of the above property to assist you with your own business needs.
Interests to be Valued:	The freehold interest in the property with vacant possession.
Basis of Valuation:	Market value as defined by the R.I.C.S. The full definition of which is provided within the attached terms and conditions of engagement.
Date of Valuation:	The date of our report.
Valuer:	The valuation will be undertaken by Sarah Foster BSc PGDip MRICS who is a registered RICS Valuer.
Valuations required:	We are instructed to value the property as existing with planning consent potential and upon the special assumption that the property has planning consent for conversion into dwellings. We are also instructed to provide our opinion of value upon the special assumption that the barns have been converted into dwellings as per the details to be provided to us.
Exclusion of Liability:	Our valuation will be undertaken for the sole use of our client and for the stated purpose.



Directors
Rowland W P Jones BSc, FRICS

Gareth Horries BSc, FRICS, MCI Arb

Deborah D'Alesio FCCA

Associate Director
Sarah Foster BSc, PGDip, MRICS

RJ Chartered Surveyors is the trading name of the JWT Partnership Limited. Registered in Wales. Company Registration: 4292973.
Registered Office: Ethos, Kings Road, SA1 Swansea Waterfront, Swansea SA1 8AS. Regulated by RICS

**Conflict of Interest
and Disclosure:**

We are not aware of any conflict of interest in undertaking this instruction.

**Other Terms
& Conditions:**

As per the attached.

Fee:

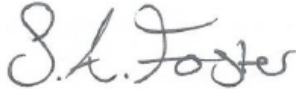
£1,100 plus VAT.

We request payment in advance of providing the report and would be grateful if you could complete and return the attached form with a cheque made payable to 'Rowland Jones Chartered Surveyors' or transfer the fee to our account – Sort Code 16-33-09 and Account No. 10080407 with 'Val – Sageston' as the reference, for us to proceed with the instruction. A receipted invoice will be submitted with our report and will be addressed to Stratford Collins.

We trust we have understood your requirements correctly and that our terms and conditions are acceptable. However, if you have any queries or wish to discuss any matter in further detail, please do not hesitate to contact us.

If you would like us to proceed with this valuation instruction, please complete and return the attached form and arrange the payment of our fee, we will then arrange to inspect the property and we look forward to providing our report and valuation in due course.

Yours sincerely,



**SARAH FOSTER BSc PGDip MRICS
RJ Chartered Surveyors**

Email: sarah@rj-cs.co.uk
Web address: [www.rjcharteredsurveyors.co.uk](http://www.rjcharteredurveyors.co.uk)
Direct dial: 01792 479840

Enc.

RJ CHARTERED SURVEYORS

Conditions of engagement for providing valuations of property.

1.0. The Service

- 1.1. The Valuer will provide directly to the Client a Report based on an inspection as described below. In respect of the subject property, the Valuer will be an External Valuer, who is a Member of the Royal Institution of Chartered Surveyors and is a Registered RICS Valuer under the RICS Valuer Registration Scheme. The Valuer will also either:
- (a) in respect of the particular type of property, has sufficient current local, national and international (as appropriate) knowledge of the particular market and the skills and understanding necessary to undertake the valuation competently; or
 - (b) where he satisfies (a) above, except that he has insufficient current knowledge, he will be or has been assisted by a person(s) who has/have such knowledge and the skills and understanding necessary to provide the assistance required;
- and
- (c) has, and whose partners, co-directors and employees, have no other recent or foreseeable potential fee earning relationship concerning the subject property apart from the fee for the service and who has disclosed any past or present relationship with any of the interested parties or any previous involvement with the subject property, and no significant financial interest or management involvement in the Client's concern.
- 1.2. In providing the Service the Valuation will be undertaken in accordance with the RICS Valuation – Global Standards 2017 and it will also be compliant with the International Valuation Standards (IVS) where appropriate. Any departures from which will be detailed within our terms of engagement and the valuation report. Compliance with the RICS Valuation – Global Standards 2017 may be subject to monitoring under the RICS's conduct and disciplinary regulations.

2.0. The Valuation

- 2.1. The valuation will be undertaken in accordance with the RICS Valuation – Global Standards 2017.
- 2.2. The valuation may be investigated by the RICS for the purposes of the administration of the Institution's conduct and disciplinary regulations.
- 2.3. The Valuer shall advise the client in writing as to his/her opinion of value of the relevant interest specified by the client in the subject property on whichever of the bases have been agreed between the Valuer and the Client, such bases where applicable to be as defined or referred to in RICS Valuation – Global Standards 2017. The definitions of the main RICS bases of value are reproduced below in 3.
- 2.4. The purpose for which the valuation is required shall be as agreed between the Client and the Valuer in the letter of instruction provided with these terms.
- 2.5. If requested by the Client to provide a reinstatement assessment for insurance purposes, this will be given solely as a guide based on published cost indices only as a formal estimate for insurance purposes can only be given by a quantity surveyor or other person with sufficient current experience or replacement costs. The reinstatement

cost will include the costs of clearance and professional fees but excluding:

- (i) V.A.T. (except on fees);
- (ii) loss of rent; and/or
- (iii) cost of alternative accommodation for the reinstatement period.

3.0. RICS DEFINITIONS.

3.1. Market value.

‘The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.’

3.2 Market Rent.

‘The estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.’

3.3 Special Assumptions.

Where we refer to a “special assumption”, this is defined by the RICS as ‘An assumption that either assumes facts that differ from the actual facts existing at the valuation date, or that would not be made by a typical market participant in a transaction on the valuation date’.

3.4 Special Purchaser.

‘A particular buyer for whom a certain asset has special value because of advantages arising from its ownership that would not be available to general buyers in the market’.

4.0. Disclaimer.

- 4.1.** The valuation report will be provided for the stated purpose and for the sole use of the named Client.
- 4.2.** The Valuer accepts responsibility to the Client alone that the report will be prepared with the skill, care and diligence reasonably to be expected of a competent Valuer, and accepts no responsibility whatsoever to any parties other than the Client. Any such parties rely upon the report at their own risk.
- 4.3.** Neither the whole nor any part of the report nor any reference to it may be included in any published document, circular or statement nor published in any way without the Valuer's written approval of the form and context in which it may appear.

5.0. Information.

- 5.1.** The Valuer shall unless otherwise expressly agreed rely upon information provided by the Client and/or the Client's legal or other professional advisers relating to tenure, leases and all other relevant matters.

6.0. The Inspection and Investigations.

- 6.1.** The Valuer shall carry out such inspections and investigations as are, in the Valuer's professional judgement, appropriate and possible in the particular circumstances. These will include oral town planning enquiries.
- 6.2.** The Valuer will undertake a visual inspection of so much of the exterior and interior of the property as is accessible with safety and without undue difficulty as can be seen, whilst standing at ground level within the boundaries of the site and adjacent public/communal areas and whilst standing at the various floor levels, which the Valuer considers reasonably necessary to provide the Service, having regard to its purpose. The Valuer is under no duty to carry out a building survey nor to inspect those parts of the property which are covered, unexposed or inaccessible, nor to raise boards, move anything, use a moisture detecting meter, or to arrange for the testing of electrical, heating or other services.
- 6.3.** If the Valuer's inspection suggests that there may be material hidden defects the Valuer will so advise, and may exceptionally defer submitting a final report until the results of further investigations are available.

7.0. Exclusions.

- 7.1.** In preparing the report, unless otherwise stated by the Valuer the following assumptions will be made which the Valuer shall be under no duty to verify:
- (a) that no deleterious or hazardous materials or techniques were used in the construction of the property or have since been incorporated;
 - (b) that good title can be shown and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings;
 - (c) that the property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries, or by any statutory notice, and that neither the property, nor its condition, or its use, or its intended use, is or will be unlawful;
 - (d) that inspection of those parts that have not been inspected would neither reveal material defects nor cause the Valuer to alter the valuation(s) materially;
 - (e) that no contamination or potentially contaminative uses have ever been carried out on the property and that there is no potential for contamination of the subject property from past or present uses of the property or from any neighbouring property.
- 7.2.** Our report will contain a statement as follows: We are not aware of the content of any environmental audit or other environmental investigation or soil survey which may have been carried out on the property and which may draw attention to any contamination or the possibility of any such contamination. In undertaking our work, we have been instructed to assume that no contaminative or potentially contaminative uses have ever been carried out in the property. We have not carried out any investigation into past or present uses, either of the property or of any neighbouring land, to establish whether there is any contaminative or potential for contamination to the subject property from these uses or sites, and have therefore assumed that none exists.

However, should it be established subsequently that contamination, seepage or pollution exists at the property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this might reduce the values now reported.

- 7.3** No allowance will be made for any liability for taxation which may arise upon disposal, whether actual or notional. Our valuation will not reflect the costs of acquisition or disposal.

8.0. The Report.

- 8.1.** The report will include a brief description of the property, its location, apparent state of repair and other relevant information such as the site area and floor space.
- 8.2.** The report shall contain statements as to any special assumptions which the Valuer has made.

9.0. Instructions and Charges.

- 9.1.** All instructions of the Client must be made directly by the Client and confirmed in writing.
- 9.2.** The Client will pay to the Valuer the fee initially agreed between them, or any amendment thereto to be agreed if the Valuer's instructions are subsequently modified. In addition the Client will reimburse the Valuer the cost of all reasonable out-of-pocket expenses which may be incurred and pay the amount of any Value Added Tax on the fee and expenses.
- 9.3.** All invoices are payable in full within 21 days of receipt and will be subject to the provisions laid down in the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.4.** Where applicable, disbursements will be charged at the following rates – Mileage at £0.55p per mile, Land Registry Searches at £10.00 and Enviroscreen Report at £60 plus VAT.
- 9.4.** In the event of non-payment, interest will be charged on overdue amounts at 8% over the Bank of England's fixed 'reference rate' and debt recovery charges will be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.5.** All fees and disbursements are subject to V.A.T. at the prevailing rate.

10.0 Complaints Procedure

- 10.1** RJ Chartered Surveyors operate a complaints procedure as required by the Royal Institution of Chartered Surveyors. A copy of this document can be obtained from RJ Chartered Surveyors upon request.

11.0 The Firm

- 11.1** RJ Chartered Surveyors is the trading name of The JWT Partnership Ltd., registered in Wales. Co. Registration number 4292973.
- 11.2** The company hold professional indemnity insurance on a per claim basis for £5,000,000. A copy of the certificate is available for inspection.

©RJ CHARTERED SURVEYORS

APPENDIX 2 – Definitions, Limitations and Exemptions

APPENDIX

1.0. DEFINITIONS OF VALUE.

1.1. Market value.

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

1.2 Market Rent.

The estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

1.3 Special Assumptions.

Where we refer to a "special assumption", this is defined by the RICS as :

An assumption that either assumes facts that differ from the actual facts existing at the valuation date, or that would not be made by a typical market participant in a transaction on the valuation date.

2.0. R.I.C.S. REQUIREMENT.

- 2.1.** The valuation has been made in accordance with the R.I.C.S. Valuation - Professional Standards, ninth edition and its revisions relevant at the date of valuation. Any departures from which will be detailed within our letter of instruction confirming the details of the valuation and with our report.

3.0. PUBLICATION.

- 3.1.** Neither the whole or any part of this valuation report/certificate or any reference hereto may be included in any published document, circular or statement, or published in any way, without the valuer's written approval of the form and context in which it may appear.

4.0. THIRD PARTY REFERENCE.

- 4.1.** The report will be provided for the stated purpose and for the sole use of the named client. The valuer accepts responsibility to the client alone that the report will be prepared with the skill, care and diligence reasonably to be expected of a competent valuer, and accepts no responsibility whatsoever to any parties other than the client. Any such parties rely upon the report at their own risk.

5.0. INSPECTION AND STATE OF REPAIR.

- 5.1.** The extent and limitations of our inspection are referred to in our Terms and Conditions of Engagement. Our inspection of the property was of a cursory nature only, no entry was made into the roof voids and no tests were undertaken on the structure of or services to the property.
- 5.2.** We have not carried out a structural or building survey, or have we inspected those parts of the property which are covered, unexposed or inaccessible and such parts that have been assumed to be in good repair and condition. It is assumed that inspection of those parts that have not been inspected would neither reveal material or latent defects nor cause the valuer to alter the valuation materially.
- 5.3.** It is assumed that no deleterious or hazardous materials or techniques were used in the construction

of the property or have since been incorporated. We have not arranged for any investigation to be carried out to determine whether or not any deleterious or hazardous material has been used in the construction of this property, or has since been incorporated, and we are therefore unable to report that the property is free from risk in this respect.

- 5.4.** This valuation does not purport to express an opinion about the condition of the property and should not be taken as making any implied representations or statements in respect thereof.

6.0 CONTAMINATION AND ENVIRONMENTAL MATTERS.

- 6.1** We are not aware of the content of any environmental audit, land quality statement or other environmental investigation or soil survey which may have been carried out on the subject or adjoining properties and which may draw attention to any contamination or the possibility of any such contamination. In undertaking our work, we have been instructed to assume that no contaminative or potentially contaminative uses have ever been carried out in the property or sites, and have therefore, assumed that none exists. We have not carried out any detailed investigation into past or present uses either of the subject property or of any neighbouring land to establish whether there is any contamination or potential for contamination to the subject property from these uses or sites.

However, should it be established subsequently that contamination, seepage or pollution exists at the property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this might reduce the values now reported.

- 6.2** For the purposes of this valuation we have therefore assumed that contamination or potential for contamination does not exist.
- 6.3** It is assumed that the effect of contamination or potential contamination on the subject or adjoining properties does not have a material effect on our opinion of values. However should it be established subsequently that contamination, seepage or pollution exists at the property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this might reduce the values now reported.
- 6.4** It is recommended that a mining report be obtained from British Coal.

7.0. TAXATION.

- 7.1.** No allowance has been made for any liability for taxation which may arise upon disposal, whether actual or notional, e.g. V.A.T. and Capital Gains Tax.
- 7.2.** The valuation does not reflect the cost of acquisition or realisation.

8.0. DEFECTIVE PREMISES ACT 1972.

- 8.1.** This valuation makes no allowance for any rights, obligations, or liabilities arising under the Defective Premises Act 1972.

9.0. TITLE.

- 9.1.** Unless otherwise stated, we have not inspected the title deeds and have assumed that good title can be shown. It is further assumed that there are no onerous encumbrances, adverse or restrictive covenants, wayleaves, easements, rights of way, or other unfavourable rights or liability or outgoings that would affect our opinion of value.
- 9.2.** Local searches have not been made nor previous search documents inspected. It is assumed that the property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries.
- 9.3.** We recommend that your legal advisers should comment in respect of all legal documentation.

9.4. Unless otherwise stated, our valuation disregards the effect of any mineral working rights appertaining to the land or title.

10.0. TOWN PLANNING AND STATUTORY REQUIREMENTS.

10.1. It is assumed that the property and its value are unaffected by any statutory notice.

10.2. It is assumed that buildings are constructed in accordance with valid town planning consents and building regulation approvals to the full satisfaction of the local authority and that there are no outstanding statutory notices in this regard.

10.3. It is assumed that the property, its condition, its use or its intended use is or will be lawful.

10.4. It is assumed that town planning consents do not contain restrictions or conditions which may adversely affect the value of the property.

10.5. The extent of investigations made with the local planning authority are referred to within the main report.

11.0. CONFLICT OF INTEREST.

11.1. As far as the Valuer is aware there is no conflict of interest either of a personal nature or in respect of other partners, staff or the firm in preparing this valuation and appraisal.

12.0. PROFESSIONAL INDEMNITY INSURANCE.

12.1. We confirm that this practice holds a current insurance policy for professional indemnity.

12.2. The policy is effective on a per claim basis for each and every valuation with the maximum level of cover being £5,000,000.

RJ CHARTERED SURVEYORS

**Ethos
Kings Road
SA1 Swansea Waterfront
Swansea SA1 8AS**

LOAN AGREEMENT

LOAN AGREEMENT

This agreement is made on the day of 2019.

BETWEEN:-

1. 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 whose registered address is at Brynna Mill, Brynna, Pontyclun, CF72 9QP (1) ("the client")

And

2. New Eco Developments Limited (Company Registration Number 09045536) whose registered office is at 3 Frampton Lane, Llantwit Major, Vale Of Glamorgan CF61 2UZ ("the Borrower");

WHEREBY IT IS AGREED as follows:-

DEFINITIONS

"Effective Date" means the 2019, being the date monies (or equivalent consideration) provided under the Loan are first transferred to the Borrower.

"Loan" means the total sum of £225,000.00 (Two Hundred and Twenty Five Thousand Pounds)

"Loan Purpose" means the Purchase of the Land.

"Interest" means interest on the Loan at a rate of 4.00% per month to be calculated on a Simple Roll Up Basis basis.

"Term" means a period of 12 months commencing on the Effective Date of this Agreement and expiring at 6:00 p.m. on 2020

"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 Land at Coachlands Farm Sageston.

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 to the value of the Loan including interest.
- 1.4 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

- 2. In consideration of the Client 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 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 a Redemption Administration Fee of £195 on settlement of the Loan.
 - 2.1.6. Interest is to accrue monthly on a simple basis following completion for the remainder of the Term in the total sum of £750.00 (Seven Hundred and Fifty Pounds) payable 6 monthly to the Client.

- 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 remaining 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 £100 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. 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.

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 an encumbrancer takes possession of, or a Receiver is appointed over, any part of the assets of the Borrower including the Property,
 - 4.2.2 any distress, execution, sequestration or other process is levied or enforced upon or issued against the Borrower and not discharged by the Borrower within 28 days,
 - 4.2.3 the Borrower is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as re-enacted or amended),
 - 4.2.4 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 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.
- 6.2 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.
- 6.6 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.

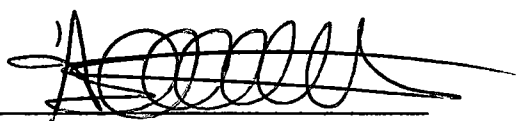
- 6.8 This Agreement shall be construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English and Welsh Courts.
- 6.9 This Agreement contains the entire Agreement between the Parties hereto concerning the Confidential Information and supersedes any previous understandings commitments or agreements oral or written, provided that nothing in this clause shall be construed as limiting or excluding the parties' liability for fraud or fraudulent concealment.
- 6.10 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

- 7.1. The liability of MILLSTONE EXECUTIVE PENSION 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


New Eco Developments Limited)



Acting by a Director

In the presence of:-

Witness signature :



Witness name :

SARAH JANE THOMAS

Address :

26 TRENDY PLACE, BRYNCAE, CF72 9RX

Occupation:

CLIENT SERVICES MANAGER

EXECUTED AS A DEED BY
STEPHEN JOHN HOWELLS
As Trustee for Millstone
Executive Pension
In the presence of:-

S Howell

Witness signature

C. Acton.

Witness name

CLIVE ACTON.

Address

13 HILL TRELLAES

LAESTON, BRIDGEND

CF32 2HW.

Occupation

OFFICE MANAGER.

EXECUTED AS A DEED BY
STEVEN DICKS
As Trustee for Millstone
Executive Pension
In the presence of:-

SD

Witness signature

C. Acton.

Witness name

CLIVE ACTON.

Address

13 HILL TRELLAES

LAESTON, BRIDGEND

CF32 2HW

Occupation

OFFICE MANAGER.

SSAS RESOLUTION

SSAS INVESTMENT RESOLUTION

At a meeting of the trustees of the Millstone Executive Pension Scheme held on 4th November 2019, it was resolved that:

1. The member trustees have received a request by New Eco Developments to loan a sum of £225,000 in order to secure the retention of land near Tenby for development, in order to take advantage of this opportunity the scheme trustees namely **STEPHEN JOHN HOWELLS** of Brynna Mill, Brynna, Pontyclun Mid Glamorgan CF72 9QP and **STEVEN DICKS** of Oakland House Tondy, Bridgend, Mid Glamorgan, CF32 0EH (The Member/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 individuals.
2. 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.
3. All necessary documentation has been viewed by the Member Trustees before agreeing to the loan in addition to commissioning and independent solicitor as the loan will be secured by way of a first charge to give security to the scheme.
4. The Member Trustees have satisfied themselves that the above loan is an acceptable and commercial transaction and in keeping with the scheme legislation and have agreed the loan subject to valuation and all legal searches being satisfactory.
5. The member/trustees have appointed the following independent solicitor to carry out all necessary searches and conveyancing to completion. John Potter, Spencer Skuse & Potter Solicitors, 17 Lambourne Crescent, Llanishen, Cardiff, CF14 5GF.
6. In addition to any indemnities conferred on them by law or under the trust documentation, the scheme Administrators Pension Practitioner.com and all associated companies or delegates are not liable for any act or omission of the Member Trustees or their advisers or their delegates in relation to the exercise of the powers referred to in 1. Above.
7. The Member Trustees confirm that Pension Practitioner.com 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.

8. The Member Trustees have agreed for the loan funds to be made available by bank transfer from funds held on deposit with Natwest to the following Solicitors Client account on exchange of contracts:-

Bank: Natwest
Account name: Spencer Skuse & Potter
Account number: 29640121
Sort code: 56-00-41

9. 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 4.00% per annum simple, payable on repayment of the loan.
11. Security will be provided by way of a first charge on land at Coachlands Farm, Sageston entitling the scheme to the sale proceeds in the event of default.
12. The Member Trustees hereby confirm and agree to the scheme investment as described in 1. over and paid in line with 10. above.

Signed (Trustee 1) S. Howells

Signed (Trustee 2) S. Dicks

Name (printed) Stephen Howells

Name (printed) Steven Dicks

Date 04/11/2019

Date 04/11/2019

SIGNED SOLICITORS TERMS

SPENCER SKUSE & POTTER

3rd Party Loan Terms and Conditions of Business

OUR AIM

We aim to offer our clients quality legal advice with a personal service at a fair cost. As a start, we hope it is helpful to you to set out in this statement the basis on which we will provide our professional services.

OUR COMMITMENT TO YOU

We will:

REPRESENT your interests and keep your business confidential.

EXPLAIN to you the legal work that may be required and the prospects of a successful outcome.

MAKE SURE that you understand the likely degree of financial risk that you will be taking on.

ADVISE YOU on tax matters, but only if specifically requested to do so.

KEEP YOU regularly informed of progress or, if there is none, when you are next likely to hear from us.

TRY to avoid using technical legal language when writing to you - tell us when we fail in this aim!

DEAL with your queries promptly, for example, we will always try to return your telephone calls on the same day.

OUR HOURS OF BUSINESS

The normal hours of opening at our offices are between 9.00am and 5.00pm on weekdays. Appointments may be arranged at other times when this is essential.

PEOPLE RESPONSIBLE FOR YOUR WORK

The Partner responsible for dealing with your work will be John Potter. The Secretary who may be able to deal with your queries and who will be pleased to take any message for you is Linda Hancock. We will try to avoid changing the people who handle your work but if this cannot be avoided, we will tell you promptly of any change and why it may be necessary.

The partner of this firm with final responsibility for work done in this department is John Potter.

CHARGES AND EXPENSES

Our charges will be calculated mainly by reference to the time actually spent by the Solicitors and other staff in respect of any work that they do on your behalf. This will include meetings with you and perhaps others, reading and working on papers, correspondence, preparation of any detailed costs calculations, and time spent travelling away from the office when this is necessary.

Routine letters are charged as 6-minute units of time and we charge for the time spent on making and taking telephone calls in 6-minute units and considering incoming letters at units of 3 minutes per page. However, calls made to mobile telephones will be charged at 50p per minute plus V.A.T.

The current hourly rate charged for this matter is £150.00. We will add VAT on these at the rate that applies when the work is done. At present, VAT is 20%.

The hourly rates have to be reviewed periodically to reflect increases in overhead costs and inflation. Normally the rates are reviewed with effect from 1 September each year. If a review is carried out before this matter has been concluded, we will inform you of any variation in the rate before it takes effect.

In addition to the hourly rate charged, we will also charge for any telegraphic transfers sent or received via our bank. Our current charges for this are £25.00 plus VAT for each telegraphic transfer sent and £5.00 plus VAT for each telegraphic transfer received.

In addition to the time spent, we may take into account a number of factors including any need to carry out work outside our normal office hours, the complexity of the issues, the speed at which action has to be taken, any particular specialist expertise when the case may demand. In particular, in property transactions, in the administration of estates and in matters involving a substantial financial value or benefit to a client, a charge reflecting, for example, the price of the property, the size of the estate, or the value of the financial benefit may be considered. It is not always possible to indicate how these aspects may arise but on present information, we would expect them to be sufficiently taken into account in the rates that we have quoted. Where a charge reflecting any value element is to be added we will explain this to you.

Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees, and so on. We have no obligation to make such payments unless you have provided us with the funds for that purpose. VAT is payable on certain expenses. We refer to such payments generally as "disbursements". We will require a payment in advance from you in respect of any search fees payable on your transactions.

If, for any reason, this matter does not proceed to completion, we will be entitled to charge you for work done and expenses incurred.

PAYMENT ARRANGEMENTS

Property transactions. We will normally send you our bill following the exchange of contracts and payment is required on a purchase prior to completion; and at completion, on a sale. If sufficient funds are available on completion, and we have sent you a bill, we will deduct our charges and expenses from the funds.

Administration of estates. We will normally submit an interim bill at regular stages during the administration, starting with the obtaining of a Grant. The final account will be prepared when the Estate Accounts are ready for approval.

Other cases or transactions. It is normal practice to ask clients to pay sums of money from time to time on account of the charges and expenses that are expected in the following weeks or months. We find that this helps clients in budgeting for costs as well as keeping them informed of the legal expenses that are being incurred. If such requests are not met with prompt payment, delay in the progress of a case results. In the unlikely

event of any bill or request for payment not being met, this firm must reserve the right to stop acting for you further.

Payment is due to us within 14 days of our sending you a bill. Interest will be charged on a daily basis at 4% over NatWest Bank's base rate from time to time from the date of the bill in cases where payment is not made within 14 days of delivery by us of the bill.

OTHER PARTIES' CHARGES AND EXPENSES

In some cases and transactions, a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances, the other person may not be required to pay all the charges and expenses that you incur with us. You have to pay our charges and expenses in the first place and any amounts that can be recovered will be a contribution towards them. If the other party is in receipt of legal aid, no costs are likely to be recovered.

The other person will not be liable to pay the VAT element of your costs if you are able to recover the VAT yourself.

If you are successful and a court orders another party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges or expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that the court orders the other party to pay to you.

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. That money would be payable in addition to our charges and expenses. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with us if you are interested in this possibility.

CHARGES FOR TELEGRAPHIC TRANSFERS AND CHAPS PAYMENTS AND PAYMENTS IN CASH

A charge of £25.00 plus VAT is made for transferring funds through the banking system and £5.00 plus VAT for funds transferred directly into our accounts. This disbursement will be in addition to the legal costs quoted or estimated. We will charge you the banking charge that we incur in the event of cheques credited to your account with us being dishonoured.

We prefer that clients do not pay money to us in cash in excess of £500.00. In cases where a client wishes to pay money to us in cash, we need at least two working days prior notice in cases where the cash sum exceeds this amount.

INTEREST PAYMENT

Under the Solicitors Accounts (Deposit Interest) Rules, solicitors are liable to pay their clients interest on moneys held by the Solicitor on their behalf in the circumstances set out in the Rules. We normally hold our client's moneys in a general client account with NatWest Bank and we account to clients for interest at the rate paid from time to time on a deposit account by NatWest Bank. If we hold moneys upon which interest is liable to be paid, we make a minimum charge of £30.00 plus Vat for calculating the interest and maintaining necessary records in respect of the interest as required by the Inland Revenue and the Solicitors

Accounts (Deposit Interest) Rules. In calculating interest due to you in respect of moneys held in an "undesignated" account we shall work on the basis that 7 days notice of withdrawal shall be allowed and that funds received will take 5 working days to clear, unless received in cash or by direct bank transfer to our client account.

If however clients instruct us in writing, moneys liable to earn interest can be held in a separate "designated" account. If you require us to open a separate designated deposit account, this will be subject to the same minimum charge of £30.00 plus VAT.

Where a Client obtains borrowing from a lender in a property transaction, we will ask the lender to arrange that the loan cheque is received by us a minimum of 4 working days prior to the completion date. If the money can be telegraphed, we will request that we receive it the day before completion. This will enable us to ensure that the necessary funds are available in time for completion. Such clients need to be aware that the lender may charge interest from the date of issue of their loan cheque or the telegraphing of the payment.

STORAGE OF PAPERS AND DOCUMENTS

After completion of the work, we are entitled to keep all papers and documents while there is money owing to us for our charges and expenses. In addition, we will keep your file of papers for you in storage for not less than 1 year. After that, storage is on the clear understanding that we have the right to destroy it after such period as we consider reasonable or to make a charge for storage if we ask you to collect your papers and you fail to do so. We will not of course destroy any documents such as Wills, Deeds, and other securities, which you ask us to hold in safe custody. NO charge will be made to you for such storage unless prior notice in writing is given to you of a charge to be made from a future date that may be specified in that notice.

If we retrieve papers or documents from storage in relation to continuing or new instructions to act in connection with your affairs, we will not normally charge for such retrieval. However, we may make a charge based on time spent for producing stored papers or documents to you or another at your request. We may also charge for reading, correspondence or other work necessary to comply with your instructions.

CHANGES IN THE LAW AND CRITICAL DATES

Once your case is finished we cannot accept on-going responsibility for reminding you of changes in the Law which might affect you (even where we continue to store deeds, wills or other documents on your behalf) or of future critical dates. For example, we cannot accept on-going responsibility to remind you of such matters as rent review dates, lease renewals, the exercise of options, the service of notices and counter-notices within time limits and the like.

SECURITY AND MONEY LAUNDERING

(i) Clarification of Client Identity

We are by law required to satisfy ourselves as to the identity of our new clients. This is also frequently a requirement of banks and building societies in their instructions to us regarding mortgage advances or similar matters. Accordingly, it will be necessary for you to produce acceptable evidence of identity and also of your address.

The following are types of documents that can act as evidence of identity:

- (a) full current signed passport;
- (b) EEA member state identity card;
- (c) Residence permit issued by the Home Office to EEA Nationals on sight of their own country passport;
- (d) Current UK or EEA photo-card driving licence;
- (e) Current full UK driving licence;
- (f) Benefit book or original notification letter from the Benefits Agency confirming the right to benefits;
- (g) Firearms or shotgun certificate;
- (h) National identity card containing your photograph.

Please note that this is not an exhaustive list of documents that can act as evidence of identity. In the context of transactions involving a mortgage, different lenders have different requirements and you should therefore check with us as to what evidence will be required for that individual lender.

For non-quoted private companies and other organisations, we require the evidence set out above for two of the Directors/Company Secretary/Partners or other persons authorised to act on behalf of the organisation.

Information held by this firm is subject to the provision of the Data Protection legislation but please note that, as with most other users, we utilise a non-encrypted email system.

(ii) Clarification of Client Address

The following is a list of examples of suitable documentary evidence of address for UK resident private individuals:

- (a) recent utility bill or statement;
- (b) local Council Tax bill for the current year;
- (c) current full UK driving licence;
- (d) bank, building society or credit union statement or passbook containing the current address;
- (e) recent original mortgage statement from a recognised lender;
- (f) a solicitor's letter confirming recent house purchase or Land Registry confirmation of address;
- (g) local council or housing association rent card or tenancy agreement;
- (h) benefit book or original notification letter from the Benefits Agency confirming the right to benefits;
- (i) Inland Revenue self-assessment statement or tax demand;
- (j) house or motor insurance certificate.

Please note that this is not an exhaustive list of documents that can act as evidence of address.

(iii) Persons Not Resident in the UK

There are additional considerations that may apply in respect of individuals who are not resident in the UK, students and minors and those acting in a representative capacity.

(iv) Corporate Clients

For non-quoted private companies and other organisations, we require the evidence of identity and address for two of the directors/company secretary/partners or other persons authorised to act on behalf of the organisation. We also require

a copy of the Certificate of Incorporation, a list of directors, a list of shareholders and the registered address. In respect of a partnership, we will require evidence of the identity and address of the partner instructing us.

(v) The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003

As has been explained in a Notice given to you, this new law has the effect of overriding the solicitor's duty of confidentiality in circumstances where the solicitor knows or suspects that he or she is involved in any activity, including dealing, transferring or holding money including the proceeds from any criminal activity. If we, as solicitors, know, suspect or have reasonable grounds to know or suspect that we are assisting or being involved in the laundering of the proceeds of any criminal conduct, then we are obliged under the law to make an "authorised disclosure" of information to the National Criminal Intelligence Service ("NCIS"). The disclosure is "authorised" by the Proceeds of Crime Act and the Money Laundering Regulations. It is a potentially imprisonable offence for us to fail to make such disclosure. It is also a criminal offence for us, as solicitors, to "tip off" our client or clients that we have made such a disclosure.

(vi) Our liability to you in the event of us having to make a disclosure to the NCIS

In the event that we make an authorised disclosure to the NCIS, it is possible that delay or other detriment may be caused to your transaction by that disclosure. You must accept that the delay or detriment has been caused by our complying with our duty under the law and that compliance with that duty does not constitute negligence or breach of contract on our part. You must accept that no liability will attach to this firm in respect of such delay or detriment caused directly or indirectly by the authorised disclosure whether or not any action by the NCIS or other authorities resulted from that disclosure.

(vii) Policies relation to Money Laundering

In order to reduce the possible incidence of making disclosures to the NCIS, we, as a firm, will not accept payments in cash (whether to our office or directly into our bank account) of more than £500.00, nor will we accept payments of any kind from any unknown or unidentified third party. Furthermore, at the conclusion of a transaction, we will not be prepared to send funds to any unknown or unidentified third party.

LIMITATION ON OUR LIABILITY TO YOU

We are insured by our professional indemnity insurers in respect of incidents of professional negligence. Our liability to you in respect of such matters is limited to £2 million. In the event that you wish to extend our potential liability for your transaction, you will need to contact us in writing and negotiate specific written terms as to that extended liability.

You should be aware that this firm's liability to persons other than our clients is, in all circumstances, limited to the figure stated above.

TERMINATION

You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses.

If at any stage, you do not wish us to continue doing work and/or incurring charges and expenses on your behalf, you must tell us this clearly in writing.

If we decide to stop acting for you, for example if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing.

LIMITED COMPANIES

When accepting instructions to act on behalf of a limited company, we may require a Director and/or controlling shareholder to sign a form of personal guarantee in respect of the charges and expenses of this firm. If such a request is refused, we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

TAX ADVICE

Any work that we do for you may involve tax implications or necessitate the consideration of tax planning strategies. We may not be qualified to advise you on the tax implications of a transaction that you instruct us to carry out, or the likelihood of them arising. If you have any concerns in this respect, please raise them with us immediately. If we can undertake the research necessary to resolve the issue, we will do so and advise you accordingly. If we cannot, we may be able to identify a source of assistance for you.

COMMUNICATION BETWEEN YOU AND US

Our aim is to offer all our clients an efficient and effective service at all times. We hope that you will be pleased with the work we do for you. However, should there be any aspect of our service with which you are unhappy, please raise your concern in the first place with Graeme Skuse. If you still have queries or concerns, please contact our Client Care Partner, Mr John Potter, to whom any final difficulty can be reported. If you have made a complaint, we will acknowledge receipt within seven days of receiving the said complaint. This acknowledgment will indicate what action will be done and the timescale within which the action may be expected to be done. We shall keep a separate record of your complaint and all further contact in relation to it through to its conclusion. If you are still dissatisfied with the response to your complaint, we shall provide you with contact details of the Legal Complaints Service.

We will aim to communicate with you by such a method as you may request. We may need to virus check discs or email. Unless you withdraw consent, we will communicate with others when appropriate by email or fax but we cannot be responsible for the security of correspondence and documents sent by email or fax.

The Data Protection Act requires us to advise you that your particulars are held on our database. We may, from time to time, use these details to send you information that we think might be of interest to you.

HOW YOU CAN HELP US

You can help us to do our best for you by telling us what we need to know and providing information and documents when we ask for them. Please tell us at the start what you expect of us so that we can agree with you what is possible to achieve. If you have personal time limits or targets that would not be obvious to us please let us know so that we can do our best to work towards

them. If you do not understand anything we have discussed or written to you about, please tell us as soon as possible.

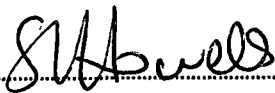
TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

Although your continuing instructions in this matter will amount to an acceptance of these Terms and Conditions of Business, it may not be possible for us to start work on your behalf until one copy of them has been returned to us for us to keep on our file.

I have read and understood, and I accept these Terms and Conditions of Business.

Signed

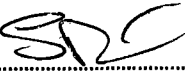


Print name **Stephen Howells**
Member/Trustee

Date

05/11/2019

Signed



Print name **Steven Dicks**
Member/Trustee

Date

05/11/2019

LEGAL CHARGE

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property:
2	Property: <i>THE BRNS CROCHLANDS FARM, SAGISTON</i>
3	Date:
4	Borrower: New Eco Developments Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09045536 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Stephen John Howells and Steven Dicks as Trustees of the Millstone Executive Pension <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

6 Lender's intended address(es) for service for entry in the register:

Brynna Mill, Brynna, Ponyclun, CF72 9QP

7 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by either the proprietor for the time being of the charge dated 2019 in favour of Stephen John Howells and Steven Dicks as Trustees of the Millstone Executive Pension as referred to in the Charges Register or by their conveyancer.

9 Additional provisions

9.1 DEFINITIONS:

9.1 In this Legal Charge the following definitions shall apply:-

"Event of Default" means any event or circumstances listed in clause 11 of the Agreement

"LPA1925" means the Law of Property Act 1925

"Principal Sum" means the sum referred to in **Definitions "Loan"** part of the Agreement as £225,000.

"Agreement" means the agreement of even date and made between the Lender (1) and the Borrower (2)

9.1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

9.1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

9.1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

9.1.5 Unless the context otherwise requires, references to paragraphs are to the paragraphs of this Legal Charge.

9.1.6 Paragraph headings shall not affect the interpretation of this Legal Charge.

9.2 ACKNOWLEDGEMENT OF DEBT

The Borrower acknowledges their liability to the Lender in the sum of the Principle Sum owed to the Lender on or before the date of this Legal Charge.

9.3 REPAYMENT OF PRINCIPAL SUM

The Borrower shall repay the Principal Sum to the Lender on demand pursuant to the terms of the Agreement.

9.4 BORROWER'S OBLIGATIONS

9.4.1 The Borrower covenants with the Lender that they will not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of the Property or the effectiveness of the security created by this charge.

9.4.2 The Borrower covenants with the Lender that they will keep all fixtures and fittings on the Property in good repair and condition and will keep the Property adequately and properly painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use, with others of a like nature and equal value.

9.4.3 The Borrower covenants with the Lender that they:-

a) will not, without the prior written consent of the Lender:

- (i) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
- (ii) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 9.4.2); and

b) will promptly give notice to the Lender if the Property or fixtures or fittings forming part of the Property are destroyed or damaged;

and

c) will insure and keep insured the Property for its full reinstatement value against fire and any other risks that would be insured against by prudent persons or that the Lender reasonably requires to be insured against from time to time; and

d) will, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by this clause 9.4.3; and

e) will pay promptly all premiums in respect of any insurance policy on the Property and do all other things necessary to keep that policy in full force and effect; and

f) will (if requested by the Lender) produce to the Lender the receipts for all premiums and other payments necessary for arranging and renewing the insurance.

9.4.4 The Borrower covenants with the Lender that they will not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

9.4.5 The Borrower covenants with the Lender that they will not, without the prior written consent of the Lender (which must not be unreasonably withheld or delayed):

(b) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or

(c) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property.

9.4.6 The Borrower further covenants with the Lender that they will pay (or procure payment of) when due, all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

9.5 ENFORCEMENT OF SECURITY

9.5.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by the Agreement) will, as between the Lender and a buyer from the Lender, arise on and be exercisable at any time after the execution of the Agreement, but the Lender will not exercise the power of sale or other powers until an Event of Default occurs, at which time they

will become immediately exercisable.

9.5.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security created by the Agreement.

9.5.3 The Borrower will pay to, or reimburse, the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

- (d) the Agreement or the Property; and
- (e) suing for, or recovering, all amounts secured by the Agreement.

9.5.4 Once all amounts secured by the Agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Lender will, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security created by the Agreement.

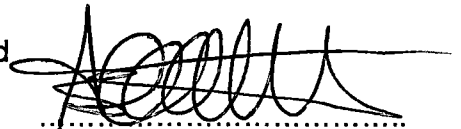
9.6 COUNTERPARTS

This Legal Charge may be executed in any number of counterparts, and by the parties on separate counterparts, each of which when so executed and delivered shall constitute an original but all counterparts shall together constitute one and the same instrument.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Executed as a deed by
New Eco Developments Limited
Acting by a Director
in the presence of:



Witness Signature: _____



Name: DAVE CHRISTOPHER SWIN

Address: 6 CUM GRANO, MARRAN, SA13 23P

Occupation: DOCTOR

Executed as a deed by
Stephen John Howells
As Trustee of the
Millstone Executive Pension
in the presence of:

S J Howells

Witness Signature: C. Acton

Name: CLIVE ACTON

Address: 13 HER TRELMES, LARSEN, BRIDGEND.

Occupation OFFICE MANAGER.

Executed as a deed by
Steven Dicks
As Trustee of the
Millstone Executive Pension
in the presence of:

S Dicks

Witness Signature: C. Acton

Name: CLIVE ACTON

Address: 13 HER TRELMES, LARSEN, BRIDGEND.

Occupation OFFICE MANAGER.

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

SIGNED AIB PAYMENT AUTHORITY

AIB BANK PLC
Sort Code: 23-83-96

Outward Payment Instruction for Faster Payments

1. SCHEME DETAILS

Scheme Name

MILLSTONE EXECUTIVE PENSION

Account Number

04919088

2. PAYMENT DETAILS

Date to be actioned

05/11/2019

Amount
(GBP)

£225,000.00

Amount in
Words

TWO HUNDRED AND TWENTY FIVE THOUSAND POUNDS

3. BENEFICIARY

Beneficiary
Name

SPENCER SKUSE + POTTER SOLICITORS

Beneficiary
Sort Code

56-00-41

Beneficiary Account Number

29640121

Payment Reference

NEWECOLOAN

4. PURPOSE OF TRANSACTION - Description

3RD PARTY LOAN

We authorise the scheme administrator to make the payment on the date stated on this form in accordance with the following authorised account signatures.

5. TRUSTEE SIGNATURE

1st Signatory



Name

STEPHEN HOWELLS

Date

05/11/2019

2nd Signatory - if applicable



Name

STEVEN DICKS

Date

05/11/2019