

MILLSTONE CONSTRUCTION DEBENTURE LOAN PROPOSAL

INDICATIVE TERMS

Estimated Company Valuation	£500,000
New Loan Advance	£400,000
LTV	80%
Use Of Funds	Property Development, Purchase & Business Development
Loan Term	60 Months
Loan rate	4.50% per annum
Loan Type	Capital & Interest paid monthly
Drawdown 1 (DD1)	£160,000
Drawdown 2 (DD2)	£240,000
Monthly Payment DD1	£2,982.88
Monthly Payment DD1 & DD2	£7,457.20 (£2,982.88 + £4,474.32)
Loan Basis	Secured with 1st Charge Debenture over company & assets
SSAS Administrator Review Fees	£500
Debenture Arrangement Fee DD1	£2,000
Debenture Arrangement Fee DD2	£1,500
Lenders Solicitors Fees	Circa £1,000 + Vat + Disbursements paid by Borrower

Millstone Construction Executive Pension

Overall Scheme Value 8th Sept 2022

Asset	Name	Value
Scheme Bank	METRO	£ 171,667.00
Land	Colwinston	£ 60,000.00
Loan Back	Millstone	£ 26,885.00
3rd Party Loan 1	Pearson	£ 192,158.43
3rd Party Loan 2	Pearson	£ 83,157.13
3rd Party Loan	Heritage	£ 77,263.75
3rd Party Loan	New Eco	£ 250,500.00
3rd Party Loan	Stratford Collins	£ 97,448.16
Total		£ 959,079.47

50% Loan back Value	£479,000
less outstanding loan	£26,885
Net Available	<u>£452,115</u>

SIGNED SSAS RESOLUTION

SSAS INVESTMENT RESOLUTION

At a meeting of the trustees of the Millstone Executive Pension held on 2nd September 2022, it was resolved that:

1. The member trustees have received a request by **Millstone Construction & Electrical (Wales) Limited** (Co Reg No 04774361) of Brynna Mill, Brynna, Pontyclun Mid Glamorgan CF72 9QP to loan a sum of £400,000 in order to secure the renovation of an investment property along with the continued business operating and investment opportunities, in order to take advantage of this the scheme trustees namely **STEPHEN JOHN HOWELLS** of Ridgebrooke Nursery, Colwinston, Cowbridge, CF71 7NL and **STEVEN DICKS** of Oakland House Tondy, Bridgend, Mid Glamorgan, CF32 0EH (The Members/Trustees) have agreed to make such a loan. Therefore in accordance with their powers under the scheme trust documentation, assets of the fund shall be used to provide a fixed term loan to the above individual.
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 an independent solicitor as the loan will be secured by way of a Debenture over the Company and it's assets to give security to the scheme.
4. Confirmation of the security is to be provided by way of a registered accountants formal written valuation of the company, supplied on letter headed paper and signed.
5. The Member Trustees are satisfied that the above loan is an acceptable and commercial transaction and in keeping with the scheme legislation and has agreed the loan subject to the above valuation and all legal searches being satisfactory.
6. The Member Trustees are aware of the current scheme balance and a recent 3rd party loan update from borrowers anticipates funds being returned shortly. As a result they have agreed to provide funding by way of 2 Drawdowns, Drawdown 1 for £160,000 and upon return of sufficient 3rd party funds Drawdown 2 will be made for £240,000.
7. The members/trustees have appointed the following independent solicitor to carry out all necessary searches and legal requirements to completion. John Potter of Spencer Skuse & Potter Solicitors, 17 Lambourne Crescent, Llanishen, Cardiff, CF14 5GF.
8. In addition to any indemnities conferred on him by law or under the trust documentation, the scheme Administrators "The Practitioner Partnership LP, Retirement Capital" and all associated companies or delegates are not liable for any act or omission of the Member Trustee or his advisers or their delegates in relation to the exercise of the powers referred to in 1. Above.
9. The Member Trustee confirms that "The Practitioner Partnership LP, Retirement Capital" and any associated companies or delegates will not be liable for any unauthorised payment

charge, unauthorised payment surcharge, scheme sanction charge or other tax charge that may be levied by HMRC in connection with this loan should one ever arise.

10. The Member Trustee has agreed for the Drawdown 1 loan funds to be made available by bank transfer from funds held on deposit with Metro bank to the following Solicitors Client account on exchange of contracts:-

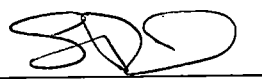
Bank: Lloyds Bank Plc
Account name: Spencer Skuse & Potter Client Acc
Account number: 18604460
Sort code: 30-67-64

11. The Member Trustees agree for payment to be made and will provide the necessary transfer prior to exchange of contracts.
12. The loan will be for a term of 60 months at a rate of 4.50% per annum on a full capital and interest basis, payable monthly until completion of the loan. The loan will be released in 2 drawdowns as described in point 6 and repaid in line with the repayment schedule detailed under the attached Appendix.
13. Security will be provided by way of a debenture held over **Millstone Construction & Electrical (Wales) Limited** (Co Reg No 04774361) of Brynna Mill, Brynna, Pontyclun Mid Glamorgan CF72 9QP in the event of default.
14. The Member Trustees hereby confirms and agrees to the scheme investment as described in 1. over and paid in line with 12. above.

Signed (Trustee) 

Name (printed) Stephen Howells

Date 02/09/2022

Signed (Trustee) 

Name (printed) Steven Dicks

Date 02/09/2022

REPAYMENT APPENDIX

REPAYMENT SCHEDULE DRAWDOWN 1

Loan repayment schedule

Pmt#	Balance	Interest	Principal	Payment
1	160,000.00	600.00	2382.88	2982.88
2	157,617.12	591.05	2391.82	2982.88
3	155,225.29	582.09	2400.79	2982.88
4	152,824.51	573.09	2409.79	2982.88
5	150,414.72	564.05	2418.83	2982.88
6	147,995.89	554.98	2427.90	2982.88
7	145,567.99	545.88	2437.00	2982.88
8	143,130.99	536.74	2446.14	2982.88
9	140,684.85	527.57	2455.31	2982.88
10	138,229.53	518.36	2464.52	2982.88
11	135,765.01	509.12	2473.76	2982.88
12	133,291.25	499.84	2483.04	2982.88
13	130,808.20	490.53	2492.35	2982.88
14	128,315.85	481.18	2501.69	2982.88
15	125,814.15	471.80	2511.08	2982.88
16	123,303.07	462.39	2520.50	2982.88
17	120,782.58	452.93	2529.94	2982.88
18	118,252.63	443.45	2539.44	2982.88
19	115,713.19	433.92	2548.96	2982.88
20	113,164.23	424.37	2558.52	2982.88
21	110,605.72	414.77	2568.11	2982.88
22	108,037.61	405.14	2577.73	2982.88
23	105,459.86	395.47	2587.41	2982.88
24	102,872.46	385.77	2597.11	2982.88
25	100,275.34	376.03	2606.85	2982.88
26	97,668.49	366.26	2616.63	2982.88
27	95,051.87	356.44	2626.44	2982.88
28	92,425.43	346.60	2636.29	2982.88
29	89,789.14	336.71	2646.17	2982.88
30	87,142.97	326.79	2656.10	2982.88
31	84,486.87	316.83	2666.06	2982.88
32	81,820.81	306.83	2676.06	2982.88
33	79,144.75	296.79	2686.09	2982.88
34	76,458.67	286.72	2696.16	2982.88
35	73,762.50	276.61	2706.27	2982.88
36	71,056.23	266.45	2716.42	2982.88
37	68,339.81	256.27	2726.61	2982.88
38	65,613.20	246.05	2736.83	2982.88
39	62,876.37	235.79	2747.10	2982.88
40	60,129.27	225.48	2757.40	2982.88
41	57,371.87	215.14	2767.74	2982.88
42	54,604.13	204.77	2778.12	2982.88
43	51,826.01	194.35	2788.54	2982.88
44	49,037.48	183.89	2798.99	2982.88
45	46,238.49	173.39	2809.49	2982.88
46	43,429.00	162.86	2820.02	2982.88
47	40,608.97	152.28	2830.60	2982.88
48	37,778.37	141.66	2841.21	2982.88
49	34,937.16	131.01	2851.87	2982.88
50	32,085.29	120.32	2862.56	2982.88
51	29,222.73	109.59	2873.30	2982.88
52	26,349.43	98.81	2884.07	2982.88
53	23,465.36	88.00	2894.89	2982.88
54	20,570.47	77.14	2905.74	2982.88
55	17,664.73	66.23	2916.64	2982.88
56	14,748.09	55.31	2927.58	2982.88
57	11,820.51	44.33	2938.56	2982.88
58	8,881.95	33.31	2949.58	2982.88
59	5,932.38	22.25	2960.64	2982.88
60	2,971.74	11.14	2971.74	2982.88

Total interest % 18,972.98

REPAYMENT SCHEDULE DRAWDOWN 2

Loan repayment schedule

Pmt#	Balance	Interest	Principal	Payment
1	240,000.00	900.00	3574.32	4474.32
2	236,425.68	886.60	3587.73	4474.32
3	232,837.95	873.14	3601.18	4474.32
4	229,236.76	859.64	3614.69	4474.32
5	225,622.08	846.08	3628.24	4474.32
6	221,993.84	832.48	3641.85	4474.32
7	218,351.99	818.82	3655.50	4474.32
8	214,696.48	805.11	3669.21	4474.32
9	211,027.27	791.35	3682.97	4474.32
10	207,344.30	777.54	3696.78	4474.32
11	203,647.52	763.68	3710.65	4474.32
12	199,936.87	749.76	3724.56	4474.32
13	196,212.31	735.80	3738.53	4474.32
14	192,473.78	721.78	3752.55	4474.32
15	188,721.23	707.70	3766.62	4474.32
16	184,954.61	693.58	3780.74	4474.32
17	181,173.87	679.40	3794.92	4474.32
18	177,378.94	665.17	3809.15	4474.32
19	173,569.79	650.89	3823.44	4474.32
20	169,746.35	636.54	3837.78	4474.32
21	165,908.57	622.16	3852.17	4474.32
22	162,056.41	607.71	3866.61	4474.32
23	158,189.79	593.21	3881.11	4474.32
24	154,308.68	578.66	3895.67	4474.32
25	150,413.01	564.04	3910.28	4474.32
26	146,502.74	549.39	3924.94	4474.32
27	142,577.79	534.66	3939.66	4474.32
28	138,638.14	519.89	3954.43	4474.32
29	134,683.71	505.06	3969.26	4474.32
30	130,714.45	490.18	3984.15	4474.32
31	126,730.30	475.24	3999.09	4474.32
32	122,731.22	460.24	4014.08	4474.32
33	118,717.14	445.19	4029.14	4474.32
34	114,688.00	430.08	4044.24	4474.32
35	110,643.76	414.91	4059.41	4474.32
36	106,584.35	399.69	4074.63	4474.32
37	102,509.71	384.41	4089.91	4474.32
38	98,419.80	369.07	4105.25	4474.32
39	94,314.55	353.68	4120.64	4474.32
40	90,193.90	338.23	4136.10	4474.32
41	86,057.81	322.72	4151.60	4474.32
42	81,906.20	307.14	4167.18	4474.32
43	77,739.02	291.52	4182.80	4474.32
44	73,556.22	275.83	4198.49	4474.32
45	69,357.73	260.08	4214.22	4474.32
46	65,143.50	244.29	4230.04	4474.32
47	60,913.46	228.43	4245.89	4474.32
48	56,667.56	212.50	4261.82	4474.32
49	52,405.74	196.52	4277.80	4474.32
50	48,127.94	180.48	4293.84	4474.32
51	43,834.09	164.38	4309.95	4474.32
52	39,524.15	148.22	4326.10	4474.32
53	35,198.04	131.99	4342.33	4474.32
54	30,855.70	115.71	4358.62	4474.32
55	26,497.09	99.36	4374.96	4474.32
56	22,122.13	82.96	4391.37	4474.32
57	17,730.75	66.48	4407.83	4474.32
58	13,322.93	49.96	4424.35	4474.32
59	8,898.56	33.36	4440.96	4474.32
60	4,457.60	16.72	4457.60	4474.32

Total interest % 28,459.48

SIGNED SOLICITORS TERMS

SPENCER SKUSE & POTTER

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 Graeme Skuse.

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.

FIXED FEE ESTIMATE given of £1,000.00 plus VAT and disbursements.

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 John Potter. If you still have queries or concerns, please contact our Client Care Partner, Mr Graeme Skuse, 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.

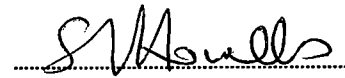
TERMS AND CONDITIONS OF BUSINESS

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

02/09/2022

Signed



Print name

Steven Dicks/Member Trustee

Date

02/09/2022

SIGNED DEBENTURE

THIS DEBENTURE is made on

PARTIES

- (1) **Millstone Construction & Electrical (Wales) Limited** (Co Reg No 04774361) of Brynna Mill, Brynna, Pontyclun Mid Glamorgan CF72 9QP (the **Company**) and
- (2) **STEPHEN JOHN HOWELLS** of Ridgebrooke Nursery, Colwinston, Cowbridge, CF71 7NL and **STEVEN DICKS** of Oakland House Tondy, Bridgend, Mid Glamorgan, CF32 0EH as Trustees of the **MILLSTONE EXECUTIVE PENSION** (the **Debenture Holder**)

THIS DEED WITNESSES:

1 Definitions and interpretation

- 1.1 In this Deed, unless the context requires otherwise:

Administrator means an administrator appointed under the Insolvency Act 1986;

Charged Assets means the undertaking, property, rights and assets charge under clause 4.1 below;

Default Rate means 8% per year over the base rate of the Bank from time to time;

Events of Default means the events of default set out in clause 5 below;

Principal Sum has the meaning given in clause 2.1 below;

Receiver has the meaning given to it in clause 12 below and shall include any substituted receiver(s) and manager(s);

- 1.2 In this Deed, unless the context requires otherwise:

- 1.2.1 the expressions 'the Company' and 'the Debenture Holder' where the context admits include their respective successors and assigns whether immediate or derivative;

- 1.2.2 terms defined in the Companies Act 2006 have the same meanings, save that for the purposes of the definition of **subsidiary** in Section 1159 one company (A) shall be treated as being a member of another (B) if any shares in B are held by a subsidiary of A, by any person acting on

behalf of A or a subsidiary of A, or by a person holding by way of security provided by A or a subsidiary of A;

1.2.3 reference to any statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as from time amended extended or re-enacted or consolidated, and
- (b) all statutory instruments or orders made pursuant to it;

1.2.4 words denoting the singular shall include the plural and vice versa; and

1.2.5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa.

1.3 References to **clauses** are to the clauses or sub-clauses of this Deed and references to **Schedules** are to the schedules to this Deed.

1.4 Clause headings do not form part of this Deed are for convenience only and shall not be taken into account in its construction or interpretation.

2 Covenant to pay Principal Sum

2.1 The Company covenants with the Debenture Holder that it will pay to the Debenture Holder the principal sum of £400,000.00 plus Interest as set out in the Loan Agreement of even date. A copy of the loan agreement is attached to this Deed at Schedule 1 (the **Principal Sum**).

3 Floating charge

3.1 As a continuing security for the payment of all money and the discharge of all obligations and liabilities covenanted under this Deed to be paid or discharged or otherwise secured by this Deed the Company with full title guarantee charges by way of first floating charge to the Debenture Holder all the undertaking, property, rights and assets of the Company both present and future of any kind whatsoever and wherever situated.

4 Restrictions

- 4.1 The Company covenants that it will not (without the prior consent in writing of the Debenture Holder):
- 4.1.1 create or attempt to create or permit to subsist any mortgage debenture charge or pledge or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect all or any part of the Charged Assets; or
 - 4.1.2 part with possession or transfer, sell, lease or otherwise dispose of all or any of the Charged Assets or attempt or agree so to do (save for sale at market value for the purpose of carrying on its business).
- 4.2 Notwithstanding anything contained in this Deed, if the Company charges, pledges or otherwise encumbers any of the Charged Assets contrary to clause 6.1 above, or attempts to do so without the prior consent in writing of the Debenture Holder, or if any creditor or other person takes or attempts to take control of, or initiates or attempts to initiate any other process of enforcement against any of the Charged Assets, the charge created by this Deed over the Charged Assets shall automatically without notice operate as a fixed charge instantly on such event occurring.

5 Events of Default

- 5.1 The Debenture Holder shall cease to be under any further commitment to the Company and all money secured by this Deed shall immediately become due and payable on demand on the occurrence of any of the following Events of Default:
- 5.1.1 if the Company fails to pay within 3 business days of the due date any interest or money due to the Debenture Holder;
 - 5.1.2 if the Company is in breach of any of the terms of this Deed (other than as to payment);
 - 5.1.3 if the Company defaults under any trust deed, loan agreement facility, debenture or any other agreement, deed or document, or any other obligation relating to borrowing or under any guarantee or indemnity or if any borrowing or other money payable under any borrowing or guarantee or indemnity becomes or is capable of being declared payable before its stated

maturity or is not paid when due or any encumbrance from time to time created by the Company becomes enforceable;

- 5.1.4 if any creditor takes control of any goods, or any other process of enforcement is initiated against any of the assets of the Company and not released or discharged within 7 days;
- 5.1.5 if any judgment or order made against the Company is not complied with within the terms of the judgment or order unless the Company's obligations under that judgment or order are stayed because a valid appeal has been lodged by the Company against such judgment or order;
- 5.1.6 if a receiver is appointed of the Company or any of its assets or any resolution is passed or any application or request is made by any person for such an appointment or a notice is issued to convene a meeting for the passing of a resolution for any such application or appointment;
- 5.1.7 if any petition is presented or any order is made or any resolution is passed for the winding up of the Company or any notice is issued convening a meeting for the purpose of passing such resolution;
- 5.1.8 if the Company goes into administration, or any person gives notice (to the company or any other person) of an intention to appoint an administrator, or if application is made or any meeting of the directors or members of the Company is called with a view to its going into administration;
- 5.1.9 if the Company stops payment or is unable or admits inability to pay its debts within the meaning of the Insolvency Act 1986 Section 123;
- 5.1.10 if the Company obtains or makes or proposes to obtain or make any moratorium, arrangement or composition with its creditors or any class of creditors or takes any other step with a view to doing any of those things;
- 5.1.11 if the Company ceases or threatens to cease to carry on all or a material part of the business conducted by it at the date of this Deed or sells or threatens to sell or otherwise dispose of all or a material part of its assets (other than in the normal course of business) whether by one or a series of transactions related or not or changes the nature or mode of conduct of its business in any material respect;

- 5.1.12 if any guarantee, indemnity or other security created in favour of the Debenture Holder is in jeopardy or is not or ceases to be in full force and effect or is voidable or unenforceable or is disputed, revoked or terminated or it becomes unlawful or impossible for the Debenture Holder to exercise any right or power vested in it under any such security and (in any such case) the same is considered by the Debenture Holder to be material;
- 5.1.13 if an order is made for the compulsory acquisition of any part of the Company's assets which in the opinion of the Debenture Holder is a material part of the assets of the Company;
- 5.1.14 if any licence, authorisation, consent or registration at any time necessary or desirable to enable the Company to carry on its business in the normal course shall be revoked, withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect;
- 5.1.15 if control (as defined in the Corporation Tax Act 2010 Section 450) of the Company is acquired by any person or company or group of connected persons (as defined in the Corporation Tax Act 2010 Section 1122) not having control of the Company at the date of this Deed (unless with the prior consent in writing of the Debenture Holder); or
- 5.1.16 if any circumstances arise which may (in the opinion of the Debenture Holder) affect materially and adversely the ability of the Company to perform its obligations under this Deed.

6 Covenants by the Company

The Company covenants with the Debenture Holder that during the continuance of this security the Company will at all times and as applicable immediately:

- 6.1 notify the Debenture Holder by fax and confirmed in writing of the occurrence of any event which will or may in due course constitutes an Event of Default;
- 6.2 conduct and carry on its business in a proper efficient and business-like manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business;
- 6.3 deliver to the Debenture Holder within 4 months of the end of the Company's financial year to the Debenture Holder an annual balance sheet and profit and loss account and trading account showing the true position of the Company's affairs in each year certified by a chartered

accountant approved by the Debenture Holder and also from time to time such other information relating to the assets and liabilities and the business of the Company as the Debenture Holder may reasonably require;

- 6.4 get in and realise all book and other debts and claims charged by this Deed in the ordinary course of its business and pay them into such account as the Debenture Holder may direct;
- 6.5 observe and perform all covenants and stipulations from time to time affecting its freehold, leasehold or heritable property or the mode of user or enjoyment of such property, and not without the prior consent in writing of the Debenture Holder enter into any onerous or restrictive obligations affecting any such property, nor do or suffer or omit to be done any act, matter or thing which would infringe any provision of any statute, order or regulation from time to time in force affecting any such property;
- 6.6 observe and perform all covenants and stipulations from time to time affecting its patents, patent applications, trade marks, trade names, registered designs and copyrights and all other intellectual property or any licence or ancillary or connected rights from time to time relating to intellectual property, and preserve, maintain and renew when necessary or desirable all such licences and rights;
- 6.7 use its best endeavours to enforce and at its own cost institute, continue or defend all proceedings relating to the Charged Assets;
- 6.8 keep all buildings and erections and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment and every part of such property in good and substantial repair and in good working order and condition. If the Company is at any time in default in complying with this covenant the Debenture Holder shall be entitled but not bound to repair and maintain such property, with power for the Debenture Holder, its agents and their respective employees to enter any of the Company's property for that purpose or to inspect such property, and any sum so spent by the Debenture Holder shall be repayable by the Company to the Debenture Holder on demand together with interest at the Default Rate from the date of payment by the Debenture Holder;
- 6.9 at its own expense insure and keep insured any of the Charged Assets of an insurable nature with insurers previously approved by the Debenture Holder in writing against loss or damage by fire, burglary, theft, civil commotion, explosion, aircraft, flood, storm, tempest lightning, burst pipes and such other risks and contingencies as the Debenture Holder shall from time to time

request to the full replacement value of such property and effects from time to time, including fees of architects, surveyors, engineers and all other professional fees and demolition charges together (in the case of leasehold properties) with loss of rent for [3] years in the name of the Company. The interest of the Debenture Holder shall be noted on the policy and the policy shall contain such provisions for the protection of the Debenture Holder as the Debenture Holder may reasonably require. The Company must maintain such other insurance policies (with the interest of the Debenture Holder noted on such policies) containing like provisions for the protection of the Debenture Holder as are normally maintained by prudent companies carrying on similar businesses and pay all premiums and other money necessary for effecting and keeping up such insurances, and on demand produce to the Debenture Holder the policies of such insurance and proof of such payments, failing which the Debenture Holder may take out or renew such insurances in any sum which the Debenture Holder may think expedient, and all money spent by the Debenture Holder under this provision shall be reimbursed by the Company on demand and bear interest at the Default Rate from the date of payment by the Debenture Holder. All money to be received by virtue of any insurance maintained or effected by the Company (whether or not in pursuance of the obligations under this clause 9.9) shall be [paid to the Debenture Holder (or if not paid by the insurers directly to the Debenture Holder held on trust for the Debenture Holder) and shall at the option of the Debenture Holder be] applied in repayment of the sums secured by this Deed or in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Company);

- 6.10 punctually pay and indemnify the Debenture Holder and any Receiver against all existing and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings (whether imposed by agreement, statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this Deed payable in respect of all or any of the Charged Assets or by the owner or occupier of the Charged Assets. If any such sums shall be paid by the Debenture Holder or by any Receiver they shall be repaid by the Company on demand with interest at the Default Rate;
- 6.11 comply with and fulfil its obligations under every lease and agreement relating to any of the Charged Assets and when required produce to the Debenture Holder proof of all payments from time to time due from the Company under such lease or agreement;
- 6.12 take all necessary steps to comply with any notice, proposal or order given, issued or made by any local or other authority relating to any of the Charged Assets and serve any appropriate counter-notice so as to protect the Charged Assets, and also at the request of the Debenture Holder (but at the expense of the Company) make or join with the Debenture Holder in making

such objections, appeals or representations in relation to the Charged Assets as the Debenture Holder considers or agrees is expedient, and any compensation received by the Company as a result of such notice or order shall be applied in the reduction of the money due to the Debenture Holder from the Company unless the Debenture Holder otherwise agrees;

- 6.13 not (without the prior consent in writing of the Debenture Holder) permit any person:
 - 6.13.1 to be registered as proprietor under the Land Registration Act 2002 of any land forming part of the Charged Assets nor create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 of that Act, or
 - 6.13.2 to become entitled to any proprietary right or interest which might affect the value of any land, fixtures or fixed plant and machinery charged by this Deed;
- 6.14 not (without the prior consent in writing of the Debenture Holder) redeem or purchase its own shares nor pay an abnormal amount by way of dividend;
- 6.15 deposit (if required by the Debenture Holder) with the Debenture Holder or a nominee of the Debenture Holder and permit the Debenture Holder or its nominee during the continuance of this security to hold and retain the following:
 - 6.15.1 all deeds and documents of title relating to all freehold, leasehold and heritable property from time to time belonging to the Company (and the insurance policies relating to such property),
 - 6.15.2 all stock and share certificates and documents of title relating to the Securities,
 - 6.15.3 all assurance policies from time to time effected by the Company on the lives of key employees, and
 - 6.15.4 all such documents relating to the Charged Assets as the Debenture Holder may from time to time require;
- 6.16 not to do or cause or permit to be done anything which may in any way prejudice the value to the Debenture Holder of the Charged Assets.

7 Further security

The Company shall on request by the Debenture Holder execute such legal or other mortgages or assignments in favour of the Debenture Holder as the Debenture Holder shall from time to time require over all or any of the Charged Assets both present and future to secure all money, obligations and liabilities covenanted under this Deed to be paid or otherwise secured by this Deed, such mortgages, charges or assignments to be prepared by or on behalf of the Debenture Holder at the cost of the Company, and to contain an immediate power of sale without notice, a clause excluding the Law of Property Act 1925 Section 93 and the restrictions contained in Section 103 of that Act and such other clauses for the benefit of the Debenture Holder as the Debenture Holder may reasonably require.

8 Powers of the Debenture Holder

- 8.1 At any time after the Debenture Holder shall have demanded payment of any money or the discharge of any obligation or liability secured by this Deed or if requested by the Company the Debenture Holder may exercise without further notice (and without the restrictions contained in the Law of Property Act 1925 Section 103) and whether or not it shall have appointed a Receiver all the powers conferred on mortgagees by that Act as varied or extended by this Deed and all the powers and discretions conferred by this Deed either expressly or by reference to a Receiver appointed under this Deed.
- 8.2 The Law of Property Act 1925 Section 93 shall not apply to this security or to any security given to the Debenture Holder under this Deed.
- 8.3 The statutory powers of leasing conferred on the Debenture Holder shall be extended so as to authorise the Debenture Holder to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Debenture Holder shall consider expedient and without the need to observe any of the provisions of the Law of Property Act 1925 Sections 99 and 100.
- 8.4 All money received by the Debenture Holder or by any Receiver in the exercise of any powers conferred by this Deed shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the claims of the Debenture Holder, in or towards satisfaction of such of the obligations and liabilities secured by this Deed and in such order as the Debenture Holder in its absolute discretion may from time to time conclusively decide (save that the Debenture Holder may credit the money to a suspense account for so long

and in such manner as the Debenture Holder may from time to time decide). The Receiver may retain any amount for such period as he considers expedient before so applying it.

- 8.5 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Debenture Holder or a Receiver to exercise any of the powers conferred by this Deed has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 8.6 The Company covenants with the Debenture Holder on demand to pay all costs, charges and expenses incurred by the Debenture Holder or which it or he shall properly incur in or about the enforcement, preservation or attempted preservation of this security or of all or any of the Charged Assets on a full indemnity basis with interest at the Default Rate.
- 8.7 Neither the Debenture Holder nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor be liable for any loss upon realisation or for any neglect or default of any nature in connection with the Charged Assets for which a mortgagee in possession may be liable as such.
- 8.8 The Company agrees to indemnify the Debenture Holder and any Receiver against all losses, actions, claims, expenses, demands and liabilities, whether in contract, tort or otherwise, now or after the date of this Deed, incurred by it or by any manager, agent, officer or employee for whose liability act or omission it may be answerable, for anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Company of any of its covenants or other obligations to the Debenture Holder. The Company shall so indemnify the Debenture Holder on demand and shall pay interest on the sums demanded at the Default Rate until payment.

9 Power of attorney

The Company by way of security irrevocably appoints the Debenture and separately any Receiver jointly and severally to be its attorney, in its name and on its behalf and as its act and deed or otherwise to execute and complete in favour of the Debenture Holder or its nominees or of any purchaser any documents which the attorney may require for perfecting its title to or for vesting the Charged Assets, both present and future, in the Debenture Holder or its nominees or in any purchaser, and to do all such acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed, or which may be deemed expedient by the attorney on or in connection with any sale, lease, disposition, realisation or getting in by the Debenture Holder or any such Receiver of all or any part of the Charged Assets, or in

connection with any other exercise of any power under this Deed. This appointment shall operate as a general power of attorney made under the Powers of Attorney Act 1971 Section 10. The Company covenants with the Debenture Holder and separately with any Receiver that on request it will ratify and confirm all security, agreements, documents, acts and things and all transactions entered into by the Debenture Holder or such Receiver in the exercise or purported exercise of its or his powers, and the Company irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Debenture Holder and any such Receiver by the Company.

10 Notice of trusts

The Company shall recognise and treat the Debenture Holder as the sole absolute owner of this Deed and as alone entitled to receive and give effectual discharges for the money secured by this Deed. The Company shall not be affected by notice of any trust or any right title or claim or any person other than the Debenture Holder to this Deed.

11 Freedom from equities

The money secured by this Deed shall be paid and this Deed shall be transferable without regard to any set-off, cross-claim or equities between the Company and the original or any intermediate holder and the receipt of the sole holder or of joint holders shall be a good discharge to the Company.

12 Miscellaneous

- 12.1 No failure or delay by the Debenture Holder in exercising any right or remedy shall operate as a waiver nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 12.2 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.
- 12.3 The Company certifies that neither the execution of this Deed nor the creation of the charges contained in this Deed contravenes any of the provisions of the constitution of the Company.

12.4 Any demand for payment, and any other notice to be given by the Debenture Holder under this Deed, shall be in writing [and may be signed by any official of the Debenture Holder], and may be made or given at any place of business of the Company or at its registered office:

12.4.1 by delivering it to any such place; or

12.4.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00 am on the next business day after posting, and proof of posting shall be proof of delivery); or

12.4.3 by sending it by fax to any of the Company's fax numbers (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).

13 Register

The Company will keep a register and enter in it the issue and all transfers and changes of ownership of this Deed. The register may be closed from time to time for such periods (not exceeding 30 days in all in any year) as the Company may decide.

14 Transfer

14.1 A transfer of this Deed shall be in writing under the hand of the transferor.

14.2 The transfer shall be lodged with the Company together with such evidence of the title of the transferor (including production of this Deed) as the Company may reasonably require and after that the transferee shall be registered as the holder of this Deed.

14.3 The Company shall be entitled to retain the transfer.

15 Death of Debenture Holder

On the death of the Debenture Holder his personal representatives and on the death of a joint holder the survivor or survivors shall be the only persons recognised by the Company as having any title to this Deed.

16 Registration on transmission

Any person entitled to this Deed by reason of the death of the Debenture Holder or otherwise by operation of law may upon producing such evidence of his title as the Company may reasonably require be registered as the holder of this Deed and be subject to the conditions of this Deed as a transferee would be subject to under clause 18 above.

Schedule 1

**Loan agreement between Millstone Construction (Wales) Limited (1) and STEPHEN JOHN HOWELLS
AND STEVEN DICKS as Trustees of the MILLSTONE EXECUTIVE PENSION**

Executed as a Deed by
Millstone Construction (Wales) Limited
Acting by a Director
In the presence of:-

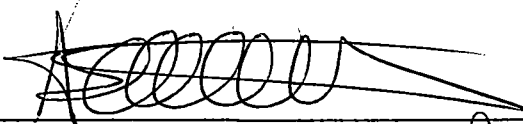
Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

SM Howells



Adrian Hughes Jones

Managing Director

15 Leigh Close, Llanwrtyd, Ceredigion

Executed as a Deed by
Stephen John Howells
As Trustee for the
Millstone Executive Pension
In the presence of:-

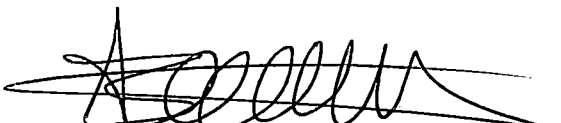
Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

SJ Howells



Adrian Hughes Jones

Managing Director

15 Leigh Close, Llanwrtyd, Ceredigion

Executed as a Deed by
Steven Dicks
As Trustee for the
Millstone Executive Pension
In the presence of:-

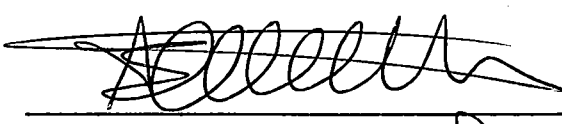
Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

SD



Adrian Hughes Jones

Managing Director

15 Leigh Close, Llanwrtyd, Ceredigion

SIGNED LOAN AGREEMENT

LOAN AGREEMENT

This agreement is made on the day of 2022.

BETWEEN:-

1. **STEPHEN JOHN HOWELLS** of Ridgebrooke Nursery, Colwinston, Cowbridge, CF71 7NL and **STEVEN DICKS** of Oakland House Tondy, Bridgend, Mid Glamorgan, CF32 0EH as Trustees of the **MILLSTONE EXECUTIVE PENSION** ("the Client")

and

2. **Millstone Construction & Electrical (Wales) Limited** (Co Reg No 04774361) registered at Brynna Mill, Brynna, Pontyclun Mid Glamorgan CF72 9QP ("the Borrower")

WHEREBY IT IS AGREED as follows:-

DEFINITIONS

"Effective Date" means the 2022, being the date monies (or equivalent consideration) provided under the Loan are first transferred to the Borrower.

"Loan" means the total sum of £400,000 (Four Hundred Thousand Pounds)

"Drawdown 1" a sum of £160,000 (One hundred and sixty thousand pounds)

"Drawdown 2" a sum of £240,000 (Two hundred and forty thousand pounds)

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

"Interest" means interest on the Loan at a rate of 4.50% per annum to be calculated on a Capital and Interest basis paid monthly.

"Monthly Payment Drawdown 1" means a total sum of £2,982.88 (Two thousand, nine hundred and eighty-two pounds and eighty-eight pence).

"Monthly Payment Drawdown 2" means a total sum of £4,474.32 (Four thousand, four hundred and seventy-four pounds and thirty-two pence).

"Term" means a period of 60 months commencing on the Effective Date of this Agreement and expiring at 6:00 p.m. on 2027

"Capital Repayment" means payment of the original 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).

"Security" means a debenture held over **Millstone Construction & Electrical (Wales) Limited** (Co Reg No 04774361) of Brynna Mill, Brynna, Pontyclun Mid Glamorgan CF72 9QP.

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 debenture over the Borrower, all its assets and value.
- 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 the Monthly Payment Drawdown 1 on the 1st of the month following completion of the Drawdown 1 and monthly thereafter.

- 2.1.6. To pay the Monthly Payment Drawdown 2 in addition to Monthly Payment Drawdown 1 on the 1st of the month following completion of the Drawdown 2 and monthly thereafter.
- 2.1.7. To pay any outstanding Interest on the Capital Repayment Date.
- 2.1.8. To pay a Redemption Administration Fee of £195 on each settlement calculation of the Loan.
- 2.1.9. 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.
- 2.1.10. Notwithstanding the other provisions hereof and in any event to repay the Loan and any accrued Interest by not later than the last day of the Term provided that notwithstanding the foregoing the Client shall always have the right to demand repayment in full by the Borrower of the balance of the Loan for the time being and any accrued Interest upon the Client giving the Borrower twenty eight days' notice in writing of such demand.
- 2.1.11. Should the Borrower wish to extend the Term, to send a written request to the Client at least one month before the end of the Term. The Client may at their absolute discretion agree to extend the Term for a period of up to 12 months subject to payment of a fee of 1.00% of the Loan and a £750 administration charge.
- 2.1.12. 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.
- 2.1.13. 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.
- 2.1.14. To ensure that adequate provision will be made to repay any outstanding Capital Repayment and accrued Interest on the Capital Repayment Date.

- 2.1.15. Following completion of the purchase of the Property, to keep the Property insured with reputable and responsible insurers and to ensure that such insurance is for the full reinstatement cost of the Property.
- 2.1.16. Not save with the written consent of the Client, which shall not be unreasonably withheld, sell or otherwise dispose of the whole or part of the Property. Provided that such consent shall be given to the Borrower on the basis that the Loan and any accrued Interest is transferred to another property owned by the Borrower or purchased by them during the Term.
- 2.1.17. To provide the Client with security by way of a debenture held over **Millstone Construction & Electrical (Wales) Limited** (Co Reg No 04774361) of Brynna Mill, Brynna, Pontyclun Mid Glamorgan CF72 9QP.

REPRESENTATIONS AND WARRANTIES

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

- 3.1 The Borrower has not defaulted on any mortgage, loan, trust deed, agreement or arrangement and has not breached any law or regulation.
- 3.2 The Borrower is not involved in any legal dispute, litigation, arbitration or any other legal matter, either currently taking place or threatened in the future, which may have an adverse effect on his ability to repay the Loan and the Interest and comply with the terms of this Agreement.

TERMINATION

- 4.1 If the Borrower shall be in breach of any of the provisions of this Agreement the Client may require repayment of the Loan and accrued Interest forthwith and enforce its security over the Property forthwith. No failure to exercise, nor any delay on the part of the Client in exercising any rights or powers or privileges hereunder shall operate as a waiver thereof nor shall any single nor partial exercise of any such rights or powers or privileges preclude any other or further exercise thereof or the exercise of any other rights or powers or privileges.
- 4.2 Notwithstanding anything hereinbefore contained the Loan, or the balance of the Loan for the time being outstanding, and accrued Interest and the monies due thereon shall become immediately repayable if:
- 4.2.1 the Borrower makes default in the payment of any Capital Repayment or Interest or any other monies due hereunder,
- 4.2.2 an order is made or an effective resolution is passed for winding up the Borrower,

- 4.2.3 the Borrower ceases or threatens to cease to carry on its business or substantially the whole of its business,
- 4.2.4 an encumbrancer takes possession of, or a Receiver is appointed over, any part of the assets of the Borrower including the Property,
- 4.2.5 any distress, execution, sequestration or other process is levied or enforced upon or issued against the property of the Borrower and not discharged within 28 days,
- 4.2.6 the Borrower is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as re-enacted or amended),
- 4.2.7 the Borrower commits any breach of this Agreement.

NOTICES

- 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

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

Executed as a Deed by
Steven Dicks

Millstone Construction (Wales) Limited
Acting by a Director



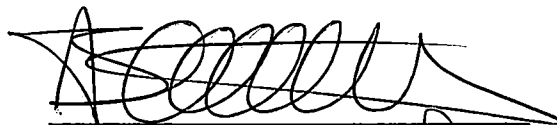
In the presence of:-

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:



ADRIAN SMITH

MANAGER DIRECTOR

15 LEBURN CLOSE, LEADWATER, CF61 1UL

Executed as a Deed by
Stephen John Howells

Millstone Construction (Wales) Limited
Acting by a Director



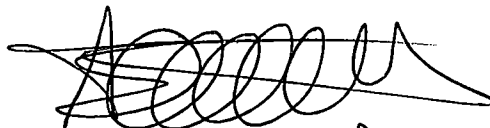
In the presence of:-

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:



ADRIAN SMITH

MANAGER DIRECTOR

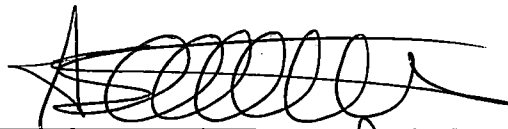
15 LEBURN CLOSE, LEADWATER, CF61 1UL

Executed as a Deed by
Stephen John Howells
As Trustee for the
Millstone Executive Pension

ST Howells

In the presence of:-

Witness Signature:



Witness Name:

Andrew Galesworth

Witness Occupation:

MANAGING DIRECTOR

Witness Address:

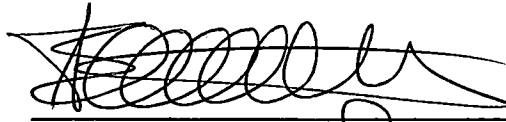
15 LEBGA CLOSE, LANSWIT, CF61 1UL

Executed as a Deed by
Steven Dicks
As Trustee for the
Millstone Executive Pension

SD

In the presence of:-

Witness Signature:



Witness Name:

Andrew Galesworth

Witness Occupation:

MANAGING DIRECTOR

Witness Address:

15 LEBGA CLOSE, LANSWIT, CF61 1UL

SIGNED PAYMENT AUTHORITY

Outward Payment Instruction (Faster Payment & CHAPs)

1. CUSTOMER DETAILS

Customer/
Business Name **MILLSTONE EXECUTIVE PENSION**

Debit Account
Number **45296563**

2. PAYMENT DETAILS

Payment Type (All payments over the faster payments limit will be sent as a CHAPs)

☒ **Faster Payment** (Personal, no fee. Business, tariff dependent) ☐ **CHAPs** (Personal £25.00. Business tariff dependent)

Payment Date **30/09/2022**

Amount **£ 160,000**

Amount in
Words **One hundred and sixty thousand pounds**

3. EXISTING BENEFICIARY ☐

Beneficiary
Name

Metro Bank
Beneficiary Ref.

B E N

4. NEW BENEFICIARY ☒

Beneficiary
Name **Spencer Skuse & Potter Client Acc**

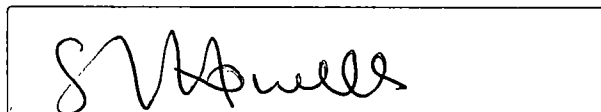
Beneficiary
Sort Code **3 0 - 6 7 - 6 4**

Beneficiary Account Number **1 8 6 0 4 4 6 0**

Payment Reference
(if applicable) **MSDebenture**

5. CUSTOMER SIGNATURE

Primary Applicant

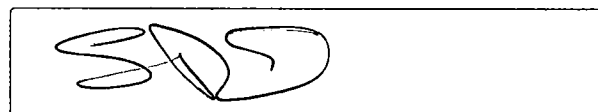


Name

Stephen John Howells

Date **30/09/2022**

Secondary Applicant



Name

Steven Dietz

Date **30/09/2022**

OPEN 7 DAYS

Monday - Friday: 8am - 8pm • Saturday: 8am - 6pm • Sunday: 11am - 5pm

Local Call Centre: 0345 08 08 500 • metrobankonline.co.uk •  [MetroBank_Help](#)

Outward Payment Instruction (Faster Payment & CHAPs) (continued)**6. SECURITY CALL BACK**

We may need to call to confirm the validity of the payment instruction. Please detail below the authorised signatories from the bank mandate you would like us to call.

Full Name

Full Name

Please note if the account is two to sign we will need to speak with two of the authorised signatories.

FOR INTERNAL USE ONLY

- ☐ ID&V confirmed (refer to ID&V Matrix)
☐ Request fully input to T24

If applicable:

- ☐ HVT completed and attached
☐ Payment authorised or referred to CPU

Inputter Signature

Name

Date

Manager Signature

Name

Date

OPEN 7 DAYS

Monday - Friday: 8am - 8pm • Saturday: 8am - 6pm • Sunday: 11am - 5pm
Local Call Centre: 0345 08 08 500 • metrobankonline.co.uk • [MetroBank_Help](#)

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