
THIS LOAN AGREEMENT Version 1.1 (this "Agreement") dated this **1 July 2026**

BETWEEN:

Lender Shareholder 1. Name:
Lender Shareholder 2. Name:
Lender Shareholder 3. Name:
Lender Shareholder 4. Name:
Lender Shareholder 5. Name:
Lender Shareholder 6. Name:
Lender Shareholder 7. Name:
(the "Lender Shareholder")

AND

JV Ltd
20 Wenlock Road, London, England, N1 7GU
(the "Borrower")

IN CONSIDERATION OF the Lender Shareholder loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender Shareholder, both parties agree to keep, perform and fulfil the promises and conditions set out in this Agreement:

LOAN AMOUNT & INTEREST

The Lender Shareholder promises to loan to the Borrower:

Lender Shareholder 1. Name: £9.000,-
Lender Shareholder 2. Name: £9.000,-
Lender Shareholder 3. Name: £9.000,-
Lender Shareholder 4. Name: £9.000,-
Lender Shareholder 5. Name: £9.000,-
Lender Shareholder 6. Name: £18.000,-
Lender Shareholder 7. Name: £3.000,-

And the Borrower promises to repay this principal amount to the Lender Shareholder, with interest payable on the unpaid principal at the rate of 4 .00 percent per annum, beginning on **1 July 2026**. Interest is calculated quarterly and not in advance, and paid out in the first week of each new quarter.

REPAYMENT

1. This is an interest-only loan where partial or full repayment will take place after approval by the majority of shareholders and when money has become available within **JV UK Ltd** through the sale or refinancing of (part of) the real estate portfolio.

EXISTING LOANS

2. This contract governs all existing loans between lending shareholders and borrower

DEFAULT

3. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender Shareholder may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

4. If the Borrower defaults in payment as required under this Agreement or after demand for thirty (30) days, the Security will be immediately provided to the Lender Shareholder and the Lender Shareholder is granted all rights of repossession as a secured party.

EXTRA CLAUSE

5. This loan will be used to fund **address**: 42 Rennie St, Ferryhill, DL17 8NG, England. This property is also the security for this loan agreement, with first charge for the Lender Shareholder. All shareholders / directors loans made to **JV Ltd** have the same security and first charge.

6. This loan can be extended or expanded or (partially) repaid if both parties agree to do so. A new version of the loan agreement will be signed to agree on this.

7. This loan will be registered as 1st charge loan to the Ltd company in the Companies House database. Follow [link](#) for more info.

GOVERNING LAW

8. This Agreement will be construed in accordance with and governed by the laws of the Country of England and Wales. *Any disputes shall be submitted to the exclusive jurisdiction of the courts of England and Wales.*

COSTS

9. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender Shareholder incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will

be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender Shareholder immediately upon demand of the Lender Shareholder.

BINDING EFFECT

10. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender Shareholder. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

AMENDMENTS

11. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender Shareholder.

SEVERABILITY

12. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

GENERAL PROVISIONS

13. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this Date

Borrower (Acting for JV Ltd)

Lender Shareholder 1. Name:

Lender Shareholder 2. Name:

Lender Shareholder 3. Name:

Lender Shareholder 4. Name:

Lender Shareholder 5. Name:

Lender Shareholder 6. Name:

Lender Shareholder 7. Name: