

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") BETWEEN:

NatThird of Royal Bank of Scotland, London N1 9LQ, UK (the "Lender")

OF THE FIRST PART

AND

Ajeey Kalagi of St Lukes Mews, London W11, UK (the "Borrower")

OF THE SECOND PART

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

Loan Amount & Interest

1. The Lender promises to loan **£165,770.00 GBP** to the Borrower, and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of **4.20%** per annum, calculated yearly not in advance, beginning on **27 September 2024**.

Payment

2. This Loan is repayable within **90 days** of the Lender providing the Borrower with written notice of demand.

Late Payment

3. Should the Borrower fail to make a payment within **10 days** of the date it is due, a late fee of **£25.00 GBP** will be charged to the Borrower.

Default

4. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
5. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment within **10 days**, the Borrower will be charged a **£25.00 GBP** late fee.

Governing Law

6. This Agreement will be construed in accordance with and governed by the laws of the Country of Scotland.

Costs

7. The Borrower shall be liable for all costs, expenses, and expenditures incurred, including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower. Such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

Binding Effect

8. 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. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

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

Severability

10. 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

11. 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

12. 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

SIGNED, SEALED AND DELIVERED

by **NatThird** in the presence of the below-named Solicitor, the effect of the above-written loan agreement having been explained by me to **NatThird** before the execution of it, this **27th day of September, 2024**.

Notary Public

Solicitor's Name: **Jonathan Davies**

Solicitor's Address: **56 Queen's Road, London, E17 4RW**

NatThird

Per:

(SEAL)

Date: **27th day of September, 2024**

SIGNED, SEALED AND DELIVERED

by **Ajey Kalagi** in the presence of the below-named Solicitor, the effect of the above-written loan agreement having been explained by me to **Ajey Kalagi** before the execution of it, this **27th day of September, 2024**.

Notary Public

Solicitor's Name: **Rachel Morgan**

Solicitor's Address: **89 Park Lane, London, W1K 7TN**

Ajey Kalagi

Date: **27th day of September, 2024**