



Registration of a Charge

Company name: **DSS MERTON ROAD LTD**

Company number: **11399762**

Received for Electronic Filing: **30/10/2018**



X7HOZN55

Details of Charge

Date of creation: **29/10/2018**

Charge code: **1139 9762 0001**

Persons entitled: **LENDINVEST SECURITY TRUSTEES LIMITED**

Brief description: **268 WORPLE ROAD, LONDON, SW20 8RG**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LIGHTFOOTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11399762

Charge code: 1139 9762 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2018 and created by DSS MERTON ROAD LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2018 .

Given at Companies House, Cardiff on 1st November 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House

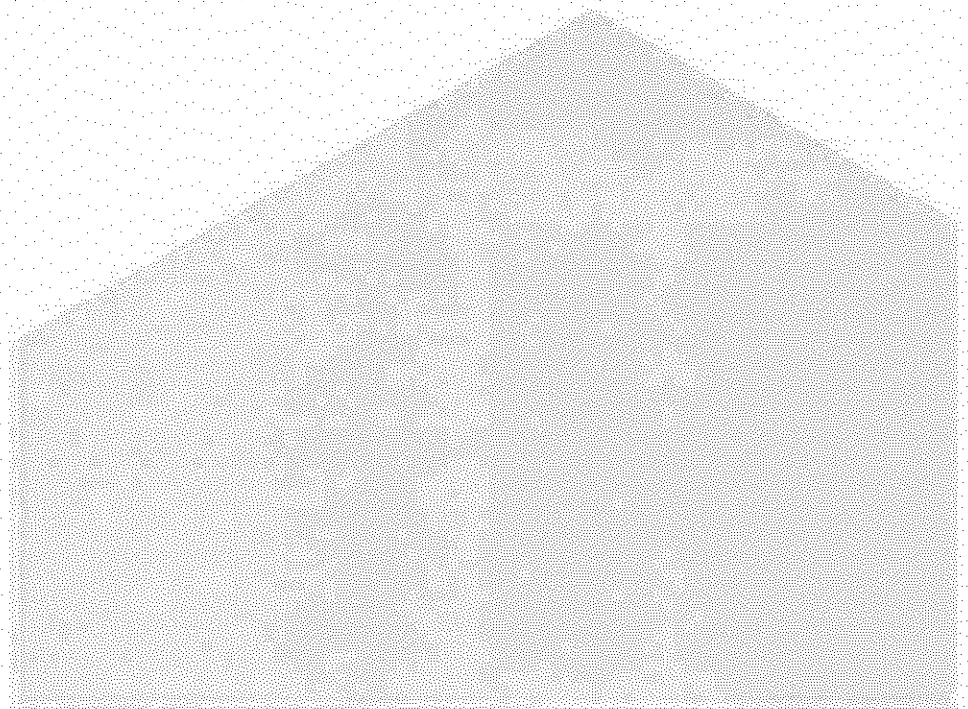


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



LendInvest Mortgage Deed

England & Wales (Refurbishment
Finance)





THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Legal mortgage made on 29 October 2018

By this legal mortgage made by you:

BOX A (Borrower details)

DSS Merton Road Ltd
of
195 Hook Road, Epsom, KT19 8TZ
with registered number 11399762

in favour of us, LendInvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JJ, you charge the *Property* to secure your liabilities to the *Secured Parties* on the terms which appear in this *Mortgage Deed* (including the *Mortgage Conditions*).

BOX B (Description of the freehold/leasehold property to be mortgaged)

Address of Property

268 Worple Road, London, SW20 8RG

Registered Land

| | |
|------------------------|----------|
| Title Number(s) | SY216410 |
|------------------------|----------|

Unregistered land

The Property is comprised in the following deed(s):

| Date | Description of deed(s) | Parties |
|------|------------------------|---------|
| N/A | N/A | N/A |

- (1) This *Mortgage Deed* incorporates the General Mortgage Conditions (2017) (the **Mortgage Conditions**) scheduled to this *Mortgage Deed*. You acknowledge that you have received a copy of the Mortgage Conditions and agree that you will observe and perform them.
- (2) Terms in italics used in this *Mortgage Deed* are defined in or, as applicable, interpreted in accordance with, the Mortgage Conditions.
- (3) You undertake to pay us, on demand, the amounts outstanding in respect of the *Debt* when they become due.
- (4) As continuing security for the payment and discharge of the *Debt* with full title guarantee:
 - (A) you charge to us:
 - (i) by way of legal mortgage, the *Property*;
 - (ii) by way of fixed charge to the extent not effectively assigned under sub-paragraph (4)(B) below:
 - (a) all your *Insurance Policy Rights*;
 - (b) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*;
 - (c) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*; and
 - (iii) by way of fixed charge all *Authorisations* and all rights in connection with those *Authorisations*;
 - (B) you assign to us absolutely (subject to such rights being re-assigned to you at the end of the *Security Period*):
 - (i) all of your *Insurance Policy Rights*;
 - (ii) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*; and
 - (iii) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*,
- provided that nothing in this sub-paragraph (4)(B) shall constitute us as mortgagee in possession.
- (5) Subject to the terms of the *Mortgage Documents*, the (as applicable) *Lender* or *Lenders* under the applicable *Loan Agreement* are under an obligation to make further advances in accordance with Section D of the Mortgage Conditions and LendInvest Security Trustees Limited (as security trustee for the relevant *Lender(s)*) applies for that obligation to be entered in the register at the Land Registry.
- (6) You consent to an application being made by us to the Land Registry for the following restriction to be registered against the title to the *Property*:



"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 the proprietor for the time being of the charge dated [●] in favour of LendInvest Security Trustees Limited referred to in the charges register."

You also consent to us registering any priority arrangements applicable to the Mortgage Deed at the Land Registry which will then be publicly available.

This *Mortgage Deed* has been executed as a deed and is delivered and takes effect on the date stated at the top of the first page of this *Mortgage Deed*.



EXECUTION PAGE TO MORTGAGE DEED

THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Where you are a limited company and are signing by a director in the presence of a witness

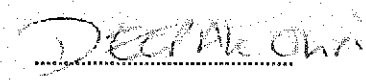
Executed as a deed by DSS Merton Road Ltd
acting by its Director

DAVID DEAN
Name of Director


Signature of Director

In the presence of a witness:

Witness signature 

Witness name 

Witness address UNDERWOOD SOLICITORS LLP
40 Walbeck Street
London W1G 8LN

Witness occupation Solicitor



EXECUTION PAGE – SECURITY TRUSTEE

.....
For and on behalf of
LENDINVEST SECURITY TRUSTEES LIMITED

SCHEDULE: GENERAL MORTGAGE CONDITIONS (2017) – REFURBISHMENT FINANCE

SUMMARY OF CONTENTS

| SECTION | TITLE | DESCRIPTION |
|---------|--------------------------------------|--|
| A | About the Mortgage Conditions | This section is a general description of the Mortgage Conditions and how they interact with the other documents you have been sent and/or are entering into in connection with the Mortgage. |
| B | Glossary | This section sets out the meaning of the capitalised terms and certain other terms which are used repeatedly throughout the Mortgage Deed and the Mortgage Conditions. |
| C | Joint Mortgagors | This section provides for the circumstances where there is more than one of you entering into the Mortgage Deed. |
| D | Amounts Secured by the Mortgage Deed | This section sets out the liabilities which are secured by the Mortgage Deed. |
| E | Your Obligations | Your obligations in respect of the Property are primarily set out in each Loan Agreement entered into by you in connection with the financing or refinancing of the Property and/or the funding of the Refurbishment. This section provides for the continuation of those obligations for so long as any Debt is outstanding and you are the owner of the Property as well as certain additional obligations on you. |
| F | Our Rights and Remedies | This section sets out our (and any Receiver's) rights under the Mortgage Deed generally and our rights in the event that (i) a Secured Party demands repayment from you of amounts owing under a Mortgage Document and you fail to repay them and/or (ii) any other monies you owe to a Secured Party which are secured by the Mortgage Deed are due and payable but have not been paid. |
| G | Other Provisions | This section sets out certain other matters relating to the Mortgage Deed including, but not limited to, our ability to assign/transfer all or any of our rights under the Mortgage Deed to other persons, your liability to us for certain costs and expenses that may be incurred in connection with the Mortgage Deed and the process for releasing the security under the Mortgage Deed at the end of the Security Period. |

SECTION A: ABOUT THESE GENERAL MORTGAGE CONDITIONS

- (1) These terms and conditions constitute the Mortgage Conditions and form part of the Mortgage Deed and are to be read together with the Mortgage Deed. The Mortgage Conditions apply whether the Mortgage Deed constitutes a first, second or other charge on the Property. Please read the Mortgage Conditions carefully as, when the Mortgage Deed is dated and delivered, you will be bound by them. You should retain a copy of the Mortgage Conditions as they contain important terms relating to your liabilities and obligations to us and our rights against you and/or the Property should you default in the performance of your obligations in respect of the Debt. If you are unsure as to the meaning of the Mortgage Conditions or their consequences for you (or the meaning or consequences of any other Mortgage Document) then you should ask for advice from your solicitor.
- (2) The Mortgage Deed should be read together in conjunction with each Loan Agreement you have entered in connection with the financing/refinancing of the Property and/or the funding of the Refurbishment as the relevant Loan Agreement will contain a number of important obligations on you regarding, amongst other things, the use, maintenance and insurance of the Property and the undertaking of the Refurbishment and a number of representations relating to your capacity, power and authority to enter into the Mortgage Deed. If you are in breach of such obligations and/or representations we may have rights against you and/or the Property under the Mortgage Deed.

SECTION B: GLOSSARY

- (1) In the Mortgage Deed (including the Mortgage Conditions) the following terms have the following meanings:

Advance means each amount of money lent to you under the Mortgage;

Affiliate means, in respect of any person, any other person controlling, controlled by or under the common control of that person. For the purposes of this definition:

- (A) **control** means: (A) the direct or indirect legal and/or beneficial ownership of (i) 50 per cent. or more of the shares, voting securities or other voting interests in a person; (ii) 50 per cent. or more of the interest in the profit or income of a person; or (iii) in the case of a limited partnership, any other comparable interest in the general partner; or (B) the ability to give directions with respect to the operating, financial and/or investment policies of a person which the directors or other equivalent officers of that person are obliged to comply and **controlling** and **controlled** shall be construed accordingly; and
- (B) a fund shall be deemed to be controlled by (and be an Affiliate of) its investment adviser;

Agreement for Lease means all agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in respect of the whole or any part of the Property);

Authorisations means all authorisations (statutory or otherwise), consents, approvals, resolutions, licences, exemptions, filings or registrations held or required in connection with the use of all or any part of the Charged Property including, but not limited to, in connection with undertaking the Refurbishment;

Business Day means any day other than a Saturday, a Sunday or a public holiday in England and Wales;

Charged Property means the Property and any of your other assets (including, but not limited to, all of your rights under any Property Document) charged or assigned by you by way of security pursuant to the Mortgage Deed and any reference to the Property or the Charged Property includes any part of it;

Debt means the Mortgage Debt and, if applicable, any Other Debt;

Delegate means any person appointed by us or any Receiver as a delegate under the Mortgage Deed and any person appointed as attorney of us, a Receiver or a Delegate;

Refurbishment means the Approved Refurbishment referred to, and as defined in, the Loan Agreement(s) currently in force;

Enforcement Event means:

- (A) any demand made by us (or any other Secured Party) on you for repayment of all or any part of the Mortgage Debt in accordance with the Mortgage Documents; or
- (B) any of the Other Debt becoming due and payable by you in accordance with its terms but remaining unpaid;

First Advance means the first Advance made to you under the Mortgage;

Further Advance means, subsequent to the First Advance, any further Advance made to you under the Mortgage;

Insurance Policy means each contract or policy of insurance effected or maintained by you from time to time in respect of the Property or the Refurbishment;

Insurance Policy Rights means all of your rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;

Lender means each member of our Group which is named as a lender under a Loan Agreement and any assignee, transferee or successor of such Lender;

Loan Agreement means each loan agreement (including any applicable Loan Conditions) between you and the Lender(s) under which you have been advanced (and there remains outstanding) a loan or loans for the purposes of financing or refinancing the Property and/or funding the Refurbishment;

Loan Conditions means, in relation to a Loan Agreement, any conditions incorporated by reference into that Loan Agreement;

LPA means the Law of Property Act 1925;

Mortgage means, in relation to the financing or refinancing of the Property and/or the funding of the Refurbishment, the mortgage contract between you, us and each other applicable Secured Party including the Mortgage Deed, together with each other Mortgage Document;

Mortgage Conditions means these general mortgage conditions (2017) (as may be amended, varied or substituted from time to time in accordance with the terms of the Mortgage Conditions);

Mortgage Debt means all present and future amounts owed by you to a Secured Party under a Mortgage Document, whether actual or contingent and whether owed jointly or severally, including all interest accruing in respect of those amounts;

Mortgage Deed means the mortgage deed between you and us under which you have charged the Charged Property in our favour as security for the Debt and in respect of which the Mortgage Conditions form part and any deed of substituted or additional security relating to the Charged Property which you have given to secure the Debt;

Mortgage Document means the Mortgage Offer, the Mortgage Deed (including the Mortgage Conditions), any Loan Agreement, the Tariff of Charges, any guarantee granted by any person in respect of your obligations under a Loan Agreement, any other security document entered into by you in connection with a Loan Agreement and any other document that you and we designate as a Mortgage Document;

Mortgage Offer means, in relation to the financing or refinancing of the Property and/or the funding of the Refurbishment, any mortgage offer or offer of additional borrowing by which we (or another member of our Group) offer to make available to you a loan on the security of the Property, including any subsequent or other offers or documents we (or a member of our Group) provide to you and which you agree to which add to or change an earlier offer and, for the avoidance of doubt, where an offer of a Further Advance is made to you, references to the Mortgage Offer in any Mortgage Document cover, as applicable, both the offer relating to the Advance(s) originally contemplated by the relevant Loan Agreement and any offer relating to such Further Advance;

Other Debt means all present and future amounts owed by you to a Secured Party which is a member of our Group under any agreement other than a Mortgage Document (including, but not limited to, any loan agreement in relation to the financing or refinancing of a property other than the Property and/or the funding of a refurbishment other than the Refurbishment), whether actual or contingent and whether owed jointly or severally, including all interest accruing in respect of those amounts but excluding any amount you owe under any existing or future agreement regulated by the Consumer Credit Act 1974 which does not provide that that agreement is to be secured by the Mortgage Deed;

Permitted Security means any Security over any of the Charged Property in favour of a third party which we (or another member of our Group) have consented to in writing;

Property means the property identified in Box B in the Mortgage Deed;

Property Document means, to the extent applicable to the Property, each and all of the following (both present and future):

- (A) any refurbishment or construction contract entered into in connection with the Property or the Refurbishment (including, but not limited to, all professional appointments made by you in connection with the Refurbishment);
- (B) each contract in respect of any disposal of the Property;
- (C) any lease of the Property or Agreement for Lease;
- (D) any managing agent agreement entered into in connection with the Property; and

- (E) all other agreements, contracts, appointments and warranties relating to the letting, refurbishment, sale, purchase, use or the operation of, or construction on, the Property or otherwise relating to the Property,

in each case to which you are party or in which you have an interest and including any guarantees, sureties or warranties entered into in respect of them;

Property Notice means any notice, application or requirement given or made by any public or local body or authority that specifically applies to the Property or to the locality in which it is situated;

Property Rights means all of your rights:

- (A) under each Property Document;
- (B) in respect of any shares (or other membership interest) which you hold in a management company or other similar body by virtue of owing the Property;
- (C) with respect to any statutory compensation that may become payable in respect of the Property; and
- (D) to enlarge, extend or convert the title to the Property;

Receiver means a receiver or a receiver and manager of any or all of the Charged Property;

Regulatory Requirements means any obligation we or any other Secured Party have to comply with under any law, regulation or rule or decision of any court, ombudsman or any other regulatory authority;

Representatives means, in relation to any person, their employees, directors, professional advisers and/or agents;

Rental Income means the gross rents, licence fees and other monies receivable by you during the Security Period in respect of, or arising out of any lease of, the Property or any Agreement for Lease or otherwise derived by or paid to or received by you in respect of the Property but excluding insurance rents or service charges or the like and any value added tax thereon;

Secured Parties means us, each Lender, any other party to a Mortgage Document for whom we hold the benefit of the security created under the Mortgage Deed on trust (including any assignee or transferee under a Loan Agreement), any other member of our Group to whom you owe any Other Debt and any Receiver or Delegate (and **Secured Party** shall be construed accordingly);

Security means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

Security Period means the period starting on the date you receive the First Advance and ending on the date on which all the Debt has been unconditionally and irrevocably paid and discharged in full and no further Debt is capable of being outstanding to a Secured Party; and

Tariff of Charges means the tariff of charges as referred to in the Mortgage Offer (as available at <https://www.lendinvest.com/borrow/resources/supporting-documents/> or such other website as we (or a Lender) may provide from time to time) as may be varied by us (or a Lender) (in each case acting reasonably) from time to time on notice to you.

- (2) Unless otherwise provided to the contrary or the context otherwise requires, a reference in the Mortgage Deed (including the Mortgage Conditions) to:
- (A) **we** means LendInvest Security Trustees Limited (company number: 08743617) and our successors and any transferees or assignees of our (or our successor's) rights (and **us** and **our** shall be construed accordingly);
 - (B) **you** means the person or persons named in Box A in the Mortgage Deed and that person's or persons' successors or, where applicable, legal representatives including, in the case of an individual after their death, any personal representative to whom the Property passes (and **your** shall be construed accordingly);
 - (C) a **charge** or **mortgage** of, or over, the Property includes:
 - (i) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
 - (ii) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of the Property;
 - (iii) the benefit of any covenants for title given, or entered into, by any previous owners of the Property and any monies paid or payable in respect of those covenants; and
 - (iv) all related Property Rights including the rights under any licence, agreement for sale or Agreement for Lease in respect of the Property;
 - (D) any party to a Mortgage Document (including the Mortgage Deed) shall include that party's successors, permitted assignees and permitted transferees and that Mortgage Document shall be binding on, and enure to the benefit of, the parties to that Mortgage Document and their respective personal representatives, successors, permitted assignees and permitted transferees;
 - (E) a provision in a statute includes any changes which are made to it and to any provision which replaces it;
 - (F) the singular includes the plural and vice versa;
 - (G) a Mortgage Document (or any provision of it) or to any other agreement or document referred to in a Mortgage Document is a reference to that Mortgage Document, that provision or such other agreement or document as amended, varied, supplemented or replaced from time to time (including, but not limited to, under the provisions of paragraph 1(E) of Section F (*Our Rights and Remedies*));
 - (H) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
 - (I) a paragraph or Section is to the relevant paragraph and/or Section of the Mortgage Conditions;
 - (J) an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);

- (K) any **assets** (including, for the avoidance of doubt, any Charged Property) includes present and future properties, undertakings, revenues, rights and benefits of every description;
 - (L) an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
 - (M) a **person** includes a natural person, corporate or unincorporated body or any state or any agency of any person;
 - (N) a person's **Group** means that person and each of that person's Affiliates; and
 - (O) your **Property Rights** includes, without limitation, the right to demand and receive all monies whatever payable to you or for your benefit under or arising from those rights, all remedies provided for by the documents relating to those rights or available at law or in equity in relation to them and all other rights, interests and benefits whatsoever accruing to you or for your benefit from any of those rights.
- (3) The headings and summary of contents used in the Mortgage Conditions are for guidance and ease of reference only.

SECTION C: JOINT MORTGAGORS

If there is more than one of you named in Box A in the Mortgage Deed (whether acting in partnership or otherwise), the Mortgage Deed (including the Mortgage Conditions) applies to all of you together and to each of you on your own such that:

- (1) a reference in the Mortgage Deed to **you** or **your** refers to both or all of you together and each of you separately;
- (2) if any of you breaches the terms of the Mortgage Deed, any rights we have as a result will be exercisable against each and all of you;
- (3) if any of you, as applicable, becomes insolvent, dies or otherwise becomes unable to manage your affairs, this will not affect the liability of the remainder of you;
- (4) each of you are jointly and severally liable to us for the Debt (meaning that each person named in Box A of the Mortgage Deed will be responsible for paying us the whole of the Debt when due and not just a share or proportion of the Debt); and
- (5) if we make an agreement or arrangement with one of you with respect to your liabilities or obligations under the Mortgage Deed this will not alter or discharge the liabilities and obligations of each other of you unless we expressly agree.

SECTION D: THE MORTGAGE

- (1) The Mortgage Deed secures the Debt and the Charged Property constitutes security for the Secured Parties under the Mortgage.
- (2) The Mortgage Deed does not secure any loan which is regulated by the Consumer Credit Act 1974 unless the agreement for that loan states that it will be secured by the Mortgage Deed.
- (3) The Mortgage Deed shall remain in full force and effect as a continuing security for the repayment of all of the Debt (notwithstanding any settlement of account or intermediate payment) and we

shall not be obliged to release the Charged Property from the security created by the Mortgage Deed except, subject to paragraph (4) of Section G (*Other Provisions*), where the Debt has been repaid in full and no Secured Party has any continuing liability to make any amount available to you.

- (4) The Mortgage Deed secures both the First Advance and any Further Advance. Subject to the terms of the relevant Mortgage Document, each Secured Party agrees that it must perform its obligations under each Mortgage Document. You consent to an application being made to the Land Registry to enter the obligation to make Further Advances on the Charges Register of any registered land forming part of the Charged Property.

SECTION E: YOUR OBLIGATIONS

- (1) With respect to the Property, you acknowledge and agree your obligations and undertakings in respect of the Property as provided for in the relevant Loan Agreement (the **Property Obligations**). You agree that notwithstanding the discharge of the Mortgage Debt you shall, until this Mortgage Deed is released in accordance with paragraph (4) of Section G (*Other Provisions*), remain bound by the Property Obligations for so long as you remain the owner of the Property and are liable for Other Debt.
- (2) Promptly upon our request you agree to execute any document or do any act or thing which we may reasonably require you to do in order to perfect any security created or intended to be created under the Mortgage Deed or any related security or which we may require to facilitate the exercise or the purported exercise of any of our or another Secured Party's rights or in connection with the protection, management and realisation of the Charged Property (including, but not limited to, giving notice of the security created under the Mortgage Deed over any Property Document and/or Insurance Policy Rights to the applicable counterparty in the applicable form set out in the schedule to the Mortgage Conditions or otherwise in the form that we specify). If you fail to do so promptly following our request we or any Receiver or Delegate that we appoint have the right to execute such documents or do such things using the power of attorney provided for in paragraph (7) of Section F (*Our Rights and Remedies*). Any fees, costs or expenses we (or any Receiver or Delegate) incur in so doing shall be payable by you.
- (3) You acknowledge that our security for the Debt includes any of the following interests which you may acquire (i) a new or extended lease of the Property; (ii) an interest in the commonhold or freehold of the Property or in the freehold of any building which includes the Property; and (iii) an interest over or through neighbouring, adjoining or any other land or buildings which benefit the Property. Where you acquire such an interest you must no later than 10 Business Days after having done so (i) advise us of the acquisition and give us evidence of your title or such documents relating to that interest as we may request; and (ii) if requested by us, give us (at your expense) a charge of the interest in a form approved by us, acting reasonably.
- (4) Notwithstanding any assignment by way of security under clause 4(B) of the Mortgage Deed, you shall remain liable to perform all of your obligations under each Insurance Policy and each Property Document.
- (5) If the Mortgage Debt is not repaid in full at the time it is due in accordance with the Mortgage Documents or you are in breach of any Mortgage Document you agree, in addition to the Property, to charge to us as security for the Debt any real property or interest in real property which you own or may own in the future. In support of this undertaking you give us permission (which you cannot later withdraw) to register, with respect to any real property or interest in real property which you own, a legal charge or notice to protect this Mortgage Deed at the Land Registry or land charge at the Land Charges Department as appropriate.

SECTION F: OUR RIGHTS AND REMEDIES

(1) OUR GENERAL RIGHTS UNDER THE MORTGAGE DEED

- (A) Our rights and powers under the Mortgage Deed are cumulative, may be exercised as often as we require and are in addition to any of our rights under the general law.
- (B) No act, course of conduct or negotiation by us or another Secured Party (or on behalf of us or another Secured Party) shall preclude us from exercising any right or power under the Mortgage Deed or constitute a suspension or variation of any such right or power.
- (C) Any omission, failure or delay on our part in exercising any of our rights under the Mortgage Deed shall not prevent us from doing so either later or on another occasion.
- (D) Subject to paragraph (E), any waiver or variation of our rights under, or amendment of, the Mortgage Deed shall only be effective if such waiver, variation or amendment is in writing and signed or acknowledged by us. Such waiver, variation or amendment shall only take effect in accordance with the specific terms of such waiver, variation or amendment.
- (E) We may change, vary, substitute, remove or add to any part of the terms and conditions which govern the Mortgage (including amending any Mortgage Document or the standard terms and conditions applicable to such Mortgage Document or issuing new standard conditions) at any time for the following reasons:
 - (i) to take account, in a proportionate way, of any changes in general mortgage provider practice for the benefit of our customers as a whole;
 - (ii) to be more fair to our customers as a whole;
 - (iii) to take account of, in a proportionate way, any code of conduct which is applicable to our business now or in the future;
 - (iv) to correct any errors or to otherwise make the terms and conditions of the Mortgage more easy to understand;
 - (v) to enable us (or a member of our Group) to comply with a Regulatory Requirement or to otherwise reflect a change in the relevant law to which we (or a member of our Group) are subject or the way in which we (or a member of our Group) are regulated; or
 - (vi) to reflect, in a way which does not disadvantage you, a change in our systems or procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our (or a member of our Group) acquiring, another mortgage provider or organisation.

We will give you 14 days' notice before we exercise our right under this paragraph (E) provided that where we, acting reasonably, consider any change, variation, substitution, removal or addition is not to your disadvantage we may make that change, variation, substitution, removal or addition immediately and we will then advise you within 14 days of the change, variation, substitution, removal or addition which has been made.

- (F) We (or any other Secured Party) may, at our/the other Secured Party's discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to the Mortgage Deed (whether or not such person is jointly liable

with you for the Debt) in respect of any of the Debt (or of any other Security for it) without prejudice either to the Mortgage Deed or your liability for the Debt.

- (G) We shall be entitled (but shall not be obliged) to remedy, at any time, a breach by you of any of your obligations contained in a Mortgage Document and you irrevocably authorise us and our agents to do all things that are necessary or desirable for that purpose.
- (H) In remedying any breach in accordance with paragraph (G) above, we, our agents and our and their respective officers, agents and employees shall be entitled, at any reasonable time after we have given you reasonable advance notice, to enter onto the Property and to take any action as we may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or refurbishment.
- (I) If we receive, or are deemed to have received, notice of any subsequent Security or other interest, affecting all or part of the Charged Property, we may open a new account for you in our books. Without prejudice to our right to combine accounts, no money paid to the credit of you in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Debt. If we do not open a new account immediately on receipt of the notice, or deemed notice, referred to above, then, unless we give express written notice to the contrary to you, all payments made by you to us (or another member of our Group as applicable) shall be treated as having been credited to your new account and not as having been applied in reduction of the Debt, as from the time of receipt or deemed receipt of the relevant notice by us.
- (J) We or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested by the Mortgage Deed. That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that we or the Receiver may, in our or the Receiver's discretion, think fit and neither we nor any Receiver shall be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub delegate.
- (K) We and each Receiver are entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.
- (L) Neither we nor any Receiver or Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property by reason of the exercise of any powers or rights under the Mortgage Deed nor otherwise, nor shall any of us be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.
- (M) If we, any Receiver or Delegate enters into or takes possession of the Charged Property, we, the Receiver or Delegate (as applicable) may at any time relinquish possession.
- (N) You irrevocably authorise us or our solicitors in your name and on your behalf to make a search for your name in the index of proprietors' names at the Land Registry.

(2) OUR RIGHTS ON AND AFTER AN ENFORCEMENT EVENT

- (A) The security constituted by the Mortgage Deed shall be immediately enforceable if an Enforcement Event occurs and, in these circumstances, we may in our absolute discretion and without further notice to you enforce all or any part of the security constituted by the Mortgage Deed at the times, in the manner and on the terms as we think fit including:
- (i) taking possession of the Property or, if the Property is let, collecting any rent or other income payable in respect of the Property;
 - (ii) selling the Property;
 - (iii) appointing a Receiver; or
 - (iv) exercising any other enforcement powers which we have under the LPA.
- (B) Our power of sale (and other powers conferred by section 101 of the LPA as varied or extended by the Mortgage Deed) arises on the date of the Mortgage Deed and is free from the restrictions in section 103 of the LPA. However we will only exercise our power of sale on the occurrence of an Enforcement Event.
- (C) You waive any right you may have to require us to enforce any Security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing the Mortgage Deed against you.
- (D) To the extent permitted by law, any right, power or discretion conferred by the Mortgage Deed on a Receiver may, after the occurrence of an Enforcement Event, be exercised by us in relation to any of the Charged Property whether or not we have taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.
- (E) At any time after an Enforcement Event or if you have otherwise defaulted in the performance of your obligations under the Mortgage Deed or any other Mortgage Document, you will allow us and/or a Receiver, without further notice or demand, immediately to exercise all our rights, powers and remedies in particular (and without limitation) to take possession of any Charged Property and for that purpose to enter on any premises where any Charged Property is situated (or where we or a Receiver reasonably believes Charged Property to be situated) without incurring any liability to you for, or by any reason of, that entry. You must, at all times, use your best endeavours to allow us or a Receiver access to any premises for the purpose of this paragraph (2)(E) (including obtaining any necessary consents or permits of other persons) and ensure that, where applicable, your employees and officers do the same.
- (F) The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA and by any other statute are extended so as to authorise us and any Receiver at any time after an Enforcement Event whether in our or the Receiver's own name or in your name to (i) grant a lease or agreement for lease; (ii) accept a surrender of any lease; or (iii) grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it, in each case whether or not at a premium and containing such covenants on your part and on such terms and conditions as we or the Receiver thinks fit and without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA.
- (G) In circumstances where the Charged Property has been mortgaged or charged (including pursuant to any Permitted Security) in a way that gives another person a first claim on the

Charged Property or a person has an interest in the Charged Property which ranks in priority to the security constituted by the Mortgage Deed, we may at any time after:

- (i) an Enforcement Event; or
- (ii) any powers conferred by the prior ranking interest in the Charged Property have become exercisable,

buy out (whether by redemption or settlement) that other person's rights and our agreement or settlement with that other person will be conclusive and binding on you. All monies paid by us to that other person in connection with their buy-out shall be, as from its payment by us, due from you to us and be secured and accrue interest as part of the Mortgage Debt.

(3) APPOINTING A RECEIVER

- (A) At any time after the occurrence of an Enforcement Event, or at your request, we may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property.
- (B) We may, without further notice, from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by us and may, whenever we think fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- (C) We may fix the remuneration of any Receiver appointed by us without the restrictions contained in section 109 of the LPA and the remuneration of the Receiver shall be a debt secured by the Mortgage Deed, to the extent not otherwise discharged.
- (D) The power to appoint a Receiver conferred by the Mortgage Deed shall be in addition to all statutory and other powers we have under the Insolvency Act 1986, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA or otherwise.
- (E) The power to appoint a Receiver (whether conferred by the Mortgage Deed or by statute) shall be, and remain, exercisable by us despite any prior appointment in respect of all or any part of the Charged Property.
- (F) Any Receiver we appoint under the Mortgage Deed shall be your agent and you shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. If the agency of a Receiver terminates that Receiver shall act as principal and shall not become our agent.

(4) POWERS OF A RECEIVER

- (A) Any Receiver we appoint under the Mortgage Deed shall, in addition to the powers conferred by statute, have the power in your name and as your agent to:
 - (i) enter and repossess the Property;
 - (ii) sell the Property;
 - (iii) carry out any repairs, alterations and improvements to, or refurbishment of, the Property (including the continuation and completion of the Refurbishment) and

apply for any authorisation in respect of such repairs, alterations, improvements and/or refurbishment;

- (iv) let the Property on any reasonable terms;
- (v) allow any person who holds the lease to the Property to give up the lease on any reasonable terms;
- (vi) manage the Property and do anything else arising as a result of managing the Property which a receiver may or can do legally as your agent;
- (vii) insure the Property for any amounts and against any risks and through any agency as the Receiver or we see fit;
- (viii) sell any of the fixtures on their own or together with the Property;
- (ix) remove, store, sell, save or otherwise get rid of any furniture or goods you fail to remove from the Property;
- (x) exercise or revoke any VAT option to tax that the Receiver thinks fit;
- (xi) exercise all powers provided for in the LPA in the same way as if the Receiver had been duly appointed under the LPA and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986;
- (xii) raise money by borrowing from a member of our Group (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which the Receiver is appointed on any terms that the Receiver thinks fit (including, if we consent, terms under which that Security ranks in priority to the Mortgage Deed);
- (xiii) redeem any prior Security and settle the accounts to which the Security relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on you, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver;
- (xiv) delegate the Receiver's powers in accordance with the Mortgage Deed;
- (xv) in relation to any of the Charged Property, exercise all powers, authorisations and rights the Receiver would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Property or any part of the Charged Property; and
- (xvi) do any other acts and things:
 - (a) that the Receiver may consider desirable or necessary for realising any of the Charged Property;
 - (b) that the Receiver may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of the Mortgage Deed or law; or

(c) that the Receiver lawfully may or can do as agent for you.

- (B) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under the Mortgage Deed individually and to the exclusion of any other Receiver.
- (C) Any exercise by a Receiver of any of the powers given under this paragraph (4) may be on behalf of the Borrower, the directors of the Borrower (where applicable) or himself.

(5) PROTECTION OF THIRD PARTIES

- (A) No purchaser, mortgagee or other person dealing with us, any Receiver or Delegate shall be concerned to enquire (i) whether any of the Debt has become due or payable, or remains unpaid or undischarged, (ii) whether any power we, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable or (iii) how any money paid to us, any Receiver or any Delegate is to be applied.
- (B) The receipt by us or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, we, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that we or the relevant Receiver or Delegate thinks fit.

(6) APPLICATION OF PROCEEDS

- (A) All monies received by us, a Receiver or any Delegate under or in connection with the Mortgage Deed, shall (subject to the claims of any person having prior rights and by way of variation of the LPA) be applied in the following order of priority:
 - (i) *first*, in or towards payment of all costs, charges and expenses incurred by us, any Receiver and any Delegate in connection with the Mortgage Deed (including, but not limited to, payment of any fees (at the rate we agree with the Receiver) due to any Receiver we appoint);
 - (ii) *second*, in or towards payment to the relevant Secured Party/ies to discharge the Debt in any order and manner that we may determine (or are otherwise directed by the relevant Secured Party/ies); and
 - (iii) *third*, in payment of the surplus (if any) to you or any other person entitled to it.
- (B) Neither we nor any Receiver or other Secured Party shall be bound (whether by virtue of section 109(8) of the LPA, which is varied accordingly, or otherwise) to pay any monies first towards interest rather than principal or otherwise in any particular order in respect of the Debt or to pay off the Mortgage Debt or the Other Debt in any particular order.
- (C) All monies received by us, a Receiver or a Delegate under the Mortgage Deed:
 - (i) may, at the discretion of us or the relevant Receiver or Delegate, be credited to any interest-bearing suspense or securities realised account;

- (ii) may be held in that account for so long as we or the relevant Receiver or Delegate think expedient without having any obligation to apply the monies towards the discharge of the Debt.

(7) POWER OF ATTORNEY

- (A) For the purposes of securing our interest in the Charged Property, you irrevocably appoint us for the duration of the Security Period and (as a separate appointment) every Receiver and every Delegate to be your attorney (with full power of substitution and delegation) to do the following in your name and on your behalf:
 - (i) execute any document and do any act and thing that you are required to execute and/or do under a Mortgage Document but have not done;
 - (ii) execute any document and do anything which is needed to allow any of our (or another Secured Party's) rights, powers and remedies under a Mortgage Document or by law to be effectively exercised, enforced or defended;
 - (iii) exercise, enforce, defend or dispose of any of the Property Rights and receive and use any money which becomes payable under them or for them; and
 - (iv) give any notice and take any proceedings which are needed to exercise, enforce or defend any of the Property Rights.
- (B) We will not be (and no Receiver or Delegate will be) liable for anything done under this power of attorney unless we (or the Receiver or Delegate) have failed to use reasonable care in exercising that power.
- (C) You hereby ratify and confirm, and agree to ratify and confirm, anything that any of your attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in this paragraph (7).

SECTION G: OTHER PROVISIONS

(1) ASSIGNMENTS AND TRANSFERS

- (A) We may:
 - (i) assign all or any of our rights under the Mortgage Deed; or
 - (ii) transfer all or any of our rights or obligations under the Mortgage Deed by novation, to any person at any time and for any purpose (including, but not limited to, in connection with any securitisation of all or part of the Debt) and without the consent of, or any obligation to consult with or notify, you.
- (B) The power for us to assign or transfer, as applicable, our rights under the Mortgage Deed includes the power for us to assign or transfer such rights as security for any borrowing by us or any other member of our Group.
- (C) Unless the terms of the assignment or transfer provide otherwise, an assignee or transferee of any of our rights under the Mortgage Deed will be able to exercise those rights (and

related powers and remedies) in the same manner as we could prior to the transfer or assignment.

- (D) You may not assign or transfer any of your rights or obligations under the Mortgage Deed.

(2) NOTICES

- (A) Each notice or other communication given under or in connection with the Mortgage Deed shall be in writing, delivered personally or sent by pre-paid first-class letter or e-mail, and sent:

(i) to you at:

(a) your address which is set out in Box A in the Mortgage Deed or such other address as you may notify to us in writing from time to time after the date of the Mortgage Deed; and/or

(b) your e-mail address (if any) last provided to us;

(ii) to us at the address or email address provided to you for this purpose in the Mortgage Documents or such other address or email address as we may notify you in writing from time to time.

- (B) You agree that any notices to be sent by us under the Mortgage Deed, or any service of any proceedings, may be served by us on you as set out in paragraph (A)(i) above and the service of any such notices or proceedings shall be deemed to be received by you:

(i) if sent by e-mail, when it is transmitted;

(ii) if given by hand, at the time of actual delivery; and

(iii) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

- (C) Any notice or other communication given to us by you shall be deemed to have been received only on actual receipt.

- (D) You must tell us if your name or any of your contact details change. If you do not tell us we will continue to use the details you last gave us or, if those details have not been updated, as otherwise provided for in paragraph (A)(i) above. We will not be responsible if we fail to contact you because we are using the details you last gave us or, if those details have not been updated, as otherwise provided for in paragraph (A)(i) above. We will also not be responsible if we send you any information relating to the Mortgage to the wrong address (including an electronic address) using the details you last gave us.

- (E) In the case of an individual, a demand or notice addressed by us to you when you have become insolvent or you have died or are otherwise unable to manage your affairs operates as a demand or notice on your legal representatives.

- (F) Where there is more than one of you (as specified in Box A in the Mortgage Deed) and:

- (i) you both share the same address, we may write to you both together at the same address (either using one notice or other written communication addressed to you both or the same notice or other communication sent to you separately at the same time); and
 - (ii) you have different addresses, we will send a separate notice (or other written communication) to both addresses provided that is acknowledged that any demand for payment served on one of you will be deemed to be effective notice to all of you.
- (G) All notices and communications given in connection with the Mortgage shall be in English.

(3) PRESERVATION OF OTHER SECURITY AND RIGHTS

- (A) The Mortgage Deed is in addition to, and independent of, any other security or guarantee for the Debt which is held by us (or any other Secured Party) now or in the future.
- (B) The restriction on the right of consolidation contained in section 93 of the LPA shall not apply to the Mortgage Deed. As a result, we may consolidate the Mortgage Deed with any other Security held by us from you so that they have to be redeemed by you together, but it will not merge with or prejudice any other Security or guarantee or any of our other rights.

(4) SECURITY RELEASE

- (A) Subject to paragraphs (4)(B) and (4)(C) below, on the expiry of the Security Period (but not otherwise) we shall, where you request and at your cost, take whatever action you may reasonably require to either, as applicable, release the Charged Property from the security constituted by the Mortgage Deed or re-assign the Charged Property to you.
- (B) Any release, re-assignment, discharge or settlement between you and us shall be conditional on no payment or security received by the relevant Secured Parties in respect of the Debt being avoided, reduced or ordered to be refunded under any law in any jurisdiction relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. As a result, notwithstanding such release, re-assignment, discharge or settlement:
 - (i) we may retain the Mortgage Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Property, for any period that we deem necessary to provide us with security against any such avoidance, reduction or order for refund;
 - (ii) we may recover the value or amount of such security or payment from you subsequently as if the release, re-assignment, discharge or settlement had not occurred.
- (C) If we consider that an amount paid by you in respect of the Debt is capable of being avoided or otherwise set aside on your bankruptcy or insolvency or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of the Mortgage Deed.

(5) COSTS AND INDEMNITIES

You shall on demand reimburse us and any Receiver and any Delegate, on a full indemnity basis, in respect of all costs, charges, expenses, taxes, losses and any other liabilities of any kind (including

legal and out-of-pocket costs and expenses and any value added tax on those costs and expenses) suffered or incurred by us or any Receiver or any Delegate in connection with:

- (i) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under the Mortgage Deed or by law in respect of the Charged Property;
- (ii) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of their rights under the Mortgage Deed;
- (iii) any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with the Mortgage Deed;
- (iv) taking proceedings for, or recovering, any of the amounts demanded from you under, or in connection with, the Mortgage Deed;
- (v) all stamp duty, registration and other similar Taxes payable in respect of the Mortgage Deed;
- (vi) remedying a breach by you of your obligations contained in the Mortgage Deed or any other Mortgage Document; and
- (vii) the release of the Mortgage Deed and/or any part of the Charged Property from the security constituted by the Mortgage Deed.

(6) GENERAL / MISCELLANEOUS

- (A) The Mortgage Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party has signed the same document.
- (B) If any provision (or part of a provision) of the Mortgage Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this paragraph (6)(B) shall not affect the legality, validity and enforceability of the rest of the Mortgage Deed.
- (C) For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any other Mortgage Document and of any side letters between any parties in relation to any Mortgage Document are incorporated into the Mortgage Deed.
- (D) Unless expressly provided to the contrary (including under paragraph (E) below), it is not intended that a third party should have the right to enforce a provision of the Mortgage Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (E) Where the Mortgage Deed grants any right or benefit to a Secured Party which is not party to the Mortgage Deed or to a member of our Group or to any of our Representatives then such person may rely on and enforce that right or benefit notwithstanding that they are not party to the Mortgage Deed.
- (F) It is intended that the Mortgage Deed takes effect as a deed even though a party may only execute it under hand.

(7) GOVERNING LAW AND JURISDICTION

- (A) The Mortgage Deed and any non-contractual obligations arising out of or in relation to the Mortgage Deed shall be governed by English law.
- (B) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with the Mortgage Deed (including a dispute relating to the existence, validity or termination of the Mortgage Deed or any non-contractual obligation arising out of or in connection with the Mortgage Deed) (a **Dispute**).
- (C) You agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly you will not argue to the contrary.
- (D) We shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.

SCHEDULE TO THE MORTGAGE CONDITIONS: FORM OF SECURITY NOTIFICATIONS

PROPERTY DOCUMENT NOTIFICATIONS

Part A: Form of notice of assignment or charge of a Property Document

From: *[insert name of Borrower]* (the **Chargor**)

To: [insert name of relevant contractual counterparty]

Date: [insert date]

Dear Sirs,

[Description of relevant Property Document] (the **Agreement**)

We refer to:

- (a) the Agreement; and
- (b) a security agreement dated [insert date of Mortgage Deed] made between LendInvest Security Trustees Limited and the Chargor (the **Security Agreement**).

We give you notice that pursuant to the Security Agreement, we have [charged/assigned by way of security] all of our present and future right, title, interest and benefit in, under and to the Agreement (including all monies payable to us under the Agreement) to the Security Trustee.

We irrevocably and unconditionally instruct and authorise you that on notice to you by the Security Trustee that the Chargor is in default of its obligations under the Security Agreement (or any related loan agreement secured by the Security Agreement):

- (a) to make all payments in connection with the Agreement as the Security Trustee may direct; and
- (b) that all our rights in connection with the Agreement will be exercisable by (or with the consent of) the Security Trustee.

We irrevocably and unconditionally instruct and authorise you, as from the date of this notice, to disclose any information relating to the Agreement which the Security Trustee may from time to time request.

No amendment, waiver or release of any right or obligation in connection with the Agreement and no termination or rescission of the Agreement by us shall be effective without the prior written consent of the Security Trustee and in any event no such termination or rescission shall be effective unless you have given notice to the Security Trustee.

Notwithstanding anything in this notice or otherwise the Security Trustee shall not be liable under the Agreement to perform any of the Chargor's obligations thereunder.

The instructions and authorisations contained in this letter shall remain in full force and effect until we give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Trustee (address: Two Fitzroy Place, 8 Mortimer Street, London, W1T 3JJ).

Signed

For and on behalf of the Chargor

Part B - Receipt of notice of assignment or charge

From: *[insert name of relevant contractual counterparty]*

To:

LendInvest Security Trustees Limited
Two Fitzroy Place,



8 Mortimer Street, London,
W1T 3JJ

Date: *[insert date]*

We acknowledge receipt of the notice in the above terms dated *[insert date of relevant notice]* relating to *[insert description of relevant contract]* (the **Agreement**). We confirm our acceptance of the instructions and authorisations contained in the notice and further confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Agreement; and
- (b) we agree and will comply with the matters set out in that notice.

Signed

For and on behalf of *[insert name of relevant contractual counterparty]*

INSURANCE POLICY NOTIFICATIONS

Part A: Form of notice of assignment or charge of insurance

From: *[insert name of Borrower]* (the **Chargor**)

To: *[insert name of relevant insurer]*

Date: [insert date]

Dear Sirs,

[Insert description of relevant insurance policy] (the **Insurance**)

We refer to:

- (a) the Insurance; and
- (b) a security agreement dated [insert date of Mortgage Deed] made between LendInvest Security Trustees Limited and the Chargor (the **Security Agreement**).

We give you notice that pursuant to the Security Agreement, we have [charged/assigned by way of security] all of our present and future rights, title, interest and benefit in, under and to the Insurance (including all monies payable to us under the Insurance) to the Security Trustee.

In respect of any claims under the Insurance [(under which the Security Trustee and ourselves are composite insureds)] we irrevocably and unconditionally instruct and authorise you as a consequence of the assignment under the Security Agreement:

- (a) to make payments in respect of any claim by us as composite insured under the Insurance as the Security Trustee may in writing direct;
- (b) that all our rights in respect of a claim under the Insurance are exercisable only by the Security Trustee (or by us with their prior written consent as provided to you); and
- (c) to disclose any information relating to the Insurance which the Security Trustee may from time to time request.

Nothing in this letter shall affect any terms of the Insurance relating to reinstatement rather than payment in the event of a claim under the Insurance.

Notwithstanding anything in this notice or otherwise we (and not the Security Trustee nor its appointees) shall be liable under the Insurance to perform all the obligations assumed by us under it.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Trustee together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Trustee (address: Two Fitzroy Place, 8 Mortimer Street, London, W1T 3JJ).

Signed

For and on behalf of the Chargor

Part B - Receipt of notice of assignment or charge

From: *[insert name of relevant insurer]*

To:

LendInvest Security Trustees Limited
Two Fitzroy Place,
8 Mortimer Street, London,
W1T 3JJ

Date: *[insert date]*

We acknowledge receipt of the notice in the above terms dated *[insert date of relevant notice]* relating to *[insert description of relevant insurance policy]* (the **Insurance**). We confirm our acceptance of the instructions and authorisations contained in the notice and further confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Insurance; and
- (b) we agree and will comply with the matters set out in that notice.

Signed

For and on behalf of *[insert name of relevant insurer]*

Two Fitzroy Place
8 Mortimer Street
London W1T 3JJ

0800 130 3388
www.LendInvest.com



LETTER OF OFFER – VALUATION CONFIRMED

Refurbishment Finance

Our Ref: App-0008995

02 October 2018

Re: LOAN TO **DSS Merton Road Ltd**
 SECURED BY **268 Worple Rd, Wimbledon, London, SW20 8RG**

We are pleased to confirm that further to your recent enquiry, we are able to offer the following conditional terms for your proposed financing (the "Loan").

Please note that the terms set out in this letter are indicative only and do not constitute an offer to arrange or finance the Loan. The provision of the Loan is subject to due diligence, credit committee approval and satisfactory documentation.

The Summary Schedule and the Standard Terms of Business attached should be read together as forming this Letter of Offer.

| SUMMARY SCHEDULE | | |
|---------------------------|--|---------------|
| Borrower(s) | DSS Merton Road Ltd | |
| Loan Amount | Gross Loan Amount: | £1,031,802.00 |
| | including the Initial Loan Interest Allowance: | £80,000.00 |
| | including the Refurbishment Loan Interest Allowance: | £30,000.00 |
| | Available Balance of Total Original Loan Amount: | £921,802.00 |
| | Original Initial Loan Amount (gross): | £539,500.00 |
| | Arrangement Fee: | £10,318.02 |
| Initial Loan Amount | Original Initial Loan Amount (net): | £529,181.98 |
| Refurbishment Loan Amount | Original Refurbishment Loan Amount (net): (subject to any deductions) | £382,302.00 |
| Approved Refurbishment | Refurbishment of 268 Worple Rd, Wimbledon, London, SW20 8RG to create 3 self-contained flats. | |
| Drawdown Schedule | a) It is intended that the Borrower will make a single drawdown of the Initial Loan Amount. b) It is intended that the Borrower will make no more than three staged drawdowns of the Refurbishment Loan Amount up to a maximum of the Refurbishment Loan Amount. No more than one drawdown under the Refurbishment Loan may be requested by you in any month. Drawdowns will be | |

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| | <p>subject to a monitoring surveyor attending the property on behalf of the Lender(s) and providing a certificate confirming progression of works to the value of the amount to be drawn. Drawdowns will be at the absolute discretion of the Lender(s). Payments may be made direct to the contractor or with confirmation that the contractor and subcontractors have been paid to date.</p> <p>In all cases drawdown will be subject to compliance with the conditions precedent specified by the Lender(s).</p> |
| Loan Term (Maximum Loan Term) | 15 months |
| Interest Payable | <p>Initial Loan Interest on the balance of the Initial Loan Amount will be calculated daily and rolled up. The rolled up interest in respect of the Initial Loan Amount will be allowed to capitalise up to the Initial Loan Interest Allowance amount. This interest is compounded. Thereafter the interest payable on the balance of the Initial Loan Amount will be payable monthly in accordance with the Loan Agreement.</p> <p>Refurbishment Loan Interest on the Refurbishment Loan Amount will be calculated on a daily basis and is added to the Refurbishment Loan Amount monthly. This interest is compounded. The rolled up interest in respect of the Refurbishment Loan Amount will be allowed to capitalise up to the Refurbishment Loan Interest Allowance amount. Thereafter the interest payable on the balance of the Refurbishment Loan Amount will be payable monthly in accordance with the Loan Agreement.</p> |
| Interest Rate | 0.89% per month |
| Standard Rate | 2% per month |
| Drawdown LTV | <p>Drawdown of the Initial Loan is subject to a Maximum Initial Loan to Value Ratio of 65%</p> <p>Drawdown of the Refurbishment Loan is subject to:</p> <p>Maximum Total Loan to Gross Development Value Ratio 64.49%</p> <p>Maximum Loan to Cost Ratio 77%</p> |
| Cost Overruns | The Borrower will be responsible for all cost overruns and interest shortfalls. On the identification of a projected cost overrun or interest shortfall over the budgeted costs (to include contingency) by the Lender(s) or the Monitoring Surveyor appointed by the Lender(s) (as the case may be), the Borrower shall have 14 days to inject equity into a blocked account equal to, and to fund, the cost overrun and/or shortfall interest. |
| Loan Security | <p>First Charge over : 268 Worple Rd, Wimbledon, London, SW20 8RG</p> <p>A first charge by way of legal mortgage over the Property in a form specified by the Security Trustee and executed, or to be executed, by you.</p> <p>A fixed and floating charge over all of your other assets and undertaking in a form specified by the Security Trustee and executed, or to be executed, by you.</p> |

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| | <p>A legal charge over the shares or, as applicable, equivalent security over the partnership interests in the Borrower in a form specified by the Security Trustee and executed by the borrower(s).</p> <p>A personal guarantee of 50% (per guarantor) in a form specified by the Security Trustee executed or to be executed by the borrower(s).</p> |
| Guarantors | <p>Mr Stephen Dean Mr David Dean</p> <p>Each guarantor's liability shall not exceed the Gross Loan Amount, plus interest, costs, fees and expenses.</p> |
| Special Conditions | <p>A Monitoring Surveyor will be appointed to provide an initial report on the project prior to any initial drawdown the report will confirm the technical aspects of the refurbishment including the Approved Refurbishment total costs (excluding the cost of acquiring or refinancing the property).</p> <p>Drawdowns are in arrears based on works completed, and shall be accompanied by a Monitoring Surveyor certificate or report verifying those costs.</p> <p>The Lender(s) can cancel the Loan if the first drawdown of the Refurbishment Loan Amount is not completed within 3 months of the completion date.</p> <p>There will be an event of default if practical completion of the development is not completed within 9 months of the completion date.</p> <p>Planning approval for the Approved Refurbishment must be in place before the first drawdown of the Initial Loan can occur.</p> |

STANDARD TERMS OF BUSINESS

1. General

The Loan has been approved in principle by LendInvest Limited ("LendInvest") (and/or an investor vehicle of or an affiliate of LendInvest, together with LendInvest, collectively referred to as the "Lender(s)"), but is conditional upon satisfactory searches, enquiries and documentation.

2. Security and Loan Documentation

Security for the Loan will include (but may not be limited to) the following, granted in favour of LendInvest Security Trustees Limited (acting as security agent for and on behalf of the Lender(s) from time to time) (the "Security Trustee"):

- Registered first Mortgage (or Standard Security, if in Scotland) over the Loan Security;
- Registered Debenture (or Bond and Floating Charge, if in Scotland) over the assets of the Borrower (if a corporate entity);
- Guarantee provided by any guarantor detailed in the Summary Schedule.

LendInvest will require the Borrower to provide various documents and evidence prior to drawing down the Loan, each of which must be in form and substance satisfactory to the Lender(s), and including (but not limited to) the following:

- Loan agreement, on our current standard terms (the "Loan Agreement");
- Contract of Sale for the Loan Security;
- Full valuation for the above security property. Such valuation to be instructed by LendInvest, at the Borrower's cost;
- Financial statements for the Borrower (showing assets and liabilities);
- Evidence of the limit and total outstanding in relation to any priority securities;
- Evidence of the financial capacity to service the loan interest (if applicable);
- A detailed explanation of the business purposes for the Loan;
- A detailed explanation and evidence of how the loan will be repaid;
- Copy of signed acceptance of this Letter of Offer;
- Full copy of Planning Consent in relation to the Loan Security (if applicable);
- Any such other documentation or evidence that the Lender(s) or its solicitors may request.

Please note that the borrower (and any security provider or guarantor) is required to meet their solicitor in person to sign the documentation and your solicitor will be required to certify this to us. This is required in order to mitigate fraud risk.

3. Withdrawal of Loan Offer

The Loan offer may be withdrawn or revoked by LendInvest at any time prior to utilisation of the Loan, without explanation, including if (i) LendInvest becomes aware that the Borrower is raising or attempting to raise finance, other than the Loan Amount, without the Lenders' prior consent (ii) the results of any searches or enquiries or the documentation in relation to the Security, the Borrower, or any guarantor is/are not entirely satisfactory to the Lender(s) (iii) the Borrower fails to execute the Loan documentation as required by the Lender(s), on terms and conditions satisfactory to the Lender(s), within three (3) business days of the Borrower receiving such documentation from LendInvest's solicitors or (iv) circumstances arise which mean that the Lender(s) is unable to provide the Loan, or circumstances arise where (in the sole opinion of the Lender(s)) it may be prejudicial or disadvantageous to a Lender's interests to provide the Loan, including (but not limited to) there being a material adverse change in either (a) the business or financial condition of the Borrower or (b) the loan market, prior to utilisation of the Loan.

4. Arrangement Fee

The Arrangement Fee payable under this Agreement is the fee payable to LendInvest for establishing the Loan (which may include a broker commission that is paid to the broker, which the Borrower acknowledges). The Arrangement Fee is payable on the earlier of the date falling five days after the date of the Loan Agreement and the date of the first drawdown. If a broker commission is payable, this may mean that the broker or introducer is unable to provide impartial advice about the Loan to the Borrower.

5. Costs and Expenses

Please note that the breakdown of figures in the Summary Schedule is an estimate only and is subject to change.

All costs and expenses (including legal fees and valuation fees) incurred by any LendInvest entity in connection with the valuation of the Loan Security and the preparation, negotiation and execution of any documentation in connection with the Loan or any other document referred to in it shall be paid by the Borrower promptly on demand whether or not the Loan Agreement is signed. The valuation fee is payable in advance and is non-refundable. Any valuation commissioned by LendInvest (at the Borrower's cost) whether in advance of a loan being provided, or during the lifetime of the loan, is a mortgage valuation for the purposes of the Lender(s) only. The valuation is not a survey. The valuation will not be shared with or disclosed to the borrower and the borrower may not place any reliance on it. LendInvest requires the borrower to pay for the valuation in advance. We recommend that you obtain your own valuation.

The LendInvest Tariff of Fees can be found at: <https://www.lendinvest.com/wp-content/uploads/2016/02/LendInvest--Tariff-of-Mortgage-Fees-Charges-2.pdf>

The Borrower authorises LendInvest to deduct (and/or to instruct the solicitors involved with the transaction, to deduct, and in some instances to be paid to LendInvest) all costs, expenses (including legal fees and disbursements and broker commission), interest and any other amounts payable by the Borrower (which have not yet been paid) from the Loan Amount upon the Loan Amount being drawn down ("completion of the Loan").

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6. Interest Rate

The Interest Rate in the Summary Schedule is a discounted rate. In the event of a default under the terms of the Loan documentation, the standard rate of interest will apply, being 2.00% per month. Unless set out to the contrary in the Summary Schedule, following the applicable Interest Allowance Period, interest is payable to the Lender(s) on a monthly basis until the last of the Loan Term (at which time the Loan Amount is repayable in full, along with all accrued, but unpaid, interest and any other outstanding amounts). Interest payments after the applicable Interest Allowance Period (if any) must be made on or before the due date and payable monthly in arrears.

7. Term of Loan

In the absence of demand for repayment prior to the end of the Loan Term, our current intention is that the Loan will be available to you for the duration of the Loan Term.

8. Offer Terms

Subject always to the Lender(s)' rights of revocation this offer will remain open for 30 calendar days from the date of this Letter of Offer and supersedes any previous discussions or representations made by the Lender(s) in relation to the Loan. If you have any questions in relation to the matters detailed in the Agreement, please do not hesitate to contact us.

9. Priority Over Security Property

By signing this Letter of Offer (electronically or otherwise), you confirm that LendInvest's solicitors may immediately proceed to register a priority over the relevant Loan Security (at the Borrower's cost, whether or not the Loan Agreement is signed).

10. Agency and Conflict of Interest

You acknowledge and agree that LendInvest does not, and will not, provide any financial, accounting, taxation or legal advice in relation to the Loan (and this includes any advice as to the suitability of the Loan for the Borrower). You acknowledge that LendInvest does not act as the Borrower's agent and does not owe any duty of care to you. The Loan may be advanced by one of LendInvest's affiliate entities, or from funds associated with LendInvest Capital Management. Under the terms of the Loan Agreement, the Lender(s) will be free to assign, transfer or sub-participate (or enter into any arrangement having similar effect) any of its rights and/or obligations under the Loan Agreement.

11. Confidentiality

This Letter of Offer and its content are intended for your exclusive use and you shall not disclose it to any person other than your broker, legal and financial advisors for the purposes of the proposed transaction unless you first obtain the prior written consent of LendInvest. This provision remains binding, whether or not the Loan Agreement is signed.

12. Not Principal Residence

The Borrower declares to LendInvest that the Borrower does not (and nor does any of the Borrower's family) live or intend to live in any part the Loan Security. If the Borrower is a trust (or trustee), the Borrower declares to LendInvest that neither the beneficiaries of the trust nor the trustee will live (or intend to live) in any part of the Loan Security. The Borrower declares that the Loan Security is/are investment property/ies.

The Borrower further declares that any Loan Security already owned by the Borrower will not be used for any purpose relating to the Borrower's principal residence or matters relating to the Borrower's personal use.

The Borrower confirms that the neither Borrower nor any related person has ever occupied the Loan Security or, if the Borrower or a related person has occupied the Loan Security, the Borrower currently owns (and will own on completion of the Loan) at least one other buy to let or investment property.

The Loan will be an unregulated mortgage contract and will not be regulated by the Financial Conduct Authority.

13. Governing Law and Advice

The Letter of Offer is governed by the laws of England and Wales. You should seek your own independent advice in relation to the Loan and this Letter of Offer, prior to signing this Letter of Offer.

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The declarations below are required from individual borrowers in relation to the terms above, including in particular paragraph 12 (Not Principal Residence).

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| <p><u>DECLARATION FOR LOANS NOT SECURED OVER RESIDENTIAL PROPERTY: NO REGULATED CONSUMER CREDIT</u></p> | <p><u>DECLARATION: BUSINESS PURPOSES SECURED LOAN OVER RESIDENTIAL PROPERTY</u></p> |
| <p>DECLARATION FOR EXEMPTION RELATING TO BUSINESSES</p> <p>(Articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)</p> | <p>DECLARATION FOR EXEMPTION RELATING TO BUSINESSES</p> <p>(Articles 61A of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 and the Mortgage Credit Directive Order 2015)</p> |
| <p>I am/We are* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us* or intended to be carried by me/us.*</p> <p>I/We* understand that I/we* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.</p> <p>I/We* understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.</p> <p>I am/We are* aware that, if I am/we are* in any doubt as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we should seek independent legal advice.</p> <p>*Deemed deleted as appropriate.</p> | <p>I am/We are* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us* or intended to be carried by me/us.*</p> <p>I/We* understand that I/we* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 if this agreement were a regulated agreement under that Act or under the Mortgage Credit Directive Order 2015 if the agreement were a consumer buy-to-let mortgage contract under that Order.</p> <p>I am/We are* aware that, if I am/we are* in any doubt as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Mortgage Credit Directive Order 2015 I/we should seek independent legal advice.</p> <p>*Deemed deleted as appropriate.</p> |

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Individual Borrowers only:

I/We* understand and agree with the Summary Schedule and all the above Standard Terms of Business including (but not limited to) the declarations immediately above and paragraph 5 (*Costs and Expenses*) in relation to costs and expenses and wish to be bound by these terms.

Corporate Borrowers only:

The Borrower understands and agrees with the Summary Schedule and all the above Standard Terms of Business, including (but not limited to) paragraph 5 (*Costs and Expenses*) in relation to costs and expenses and wishes to be bound by these terms.

Signed:

Applicant 1:

Signature: David Dean Print Name: DAVID DEAN

Date: 24/10/18

(Individual Borrower or Director/Partner on behalf of a Corporate Borrower)

Applicant 2:

Signature: Print Name:

Date:

(Individual Borrower or Director/Partner on behalf of a Corporate Borrower)

A reminder about how we use your personal information

LendInvest is responsible for ensuring that it uses your personal data in compliance with data protection law and we are committed to respecting your privacy. For the purposes of data protection law, we are a data controller in respect of your personal data. Personal information which you supply to us may be used in a number of ways, for example:

- To make lending decisions;
- For fraud prevention;
- For audit and debt collection;
- To provide services and information you have requested from us;
- For marketing; and/or
- For statistical analysis.

We have determined that we may process your personal data on the following lawful bases (i) legal obligation, (ii) contract, (iii) consent and (iv) legitimate interests. Different lawful bases will apply to the different types of data you provide to us, that we create, or that we obtain about you from other sources.

For full details of the lawful bases and how they apply to the necessary processing of your data as well as how we maintain the security of your information and your rights to access the information we hold, we would ask that you take time to review our privacy notice which is available here: <https://www.lendinvest.com/terms-and-conditions/lending-privacy-notice/>

You can also request a copy of this privacy notice from us at any time.