

Strictly Private and Confidential

date

[Full name of Borrower]

(Registered in England & Wales under No [])

[Address]

[Address]

[Address]

[Address]

(“you”, “your” or “Borrower”)

For the attention of [*name*]

Our reference []

Dear Sirs

LOAN FACILITY

Pursuant to the Relendex Platform we, Relendex Lending Limited (company number 09743776) of Ground Floor, 45 Pall Mall, London, SW1Y 5JG (the "Facility Provider") now write to place at your disposal on the terms and conditions set out in this letter, the Lender Terms and Conditions and the Borrower Terms and Conditions a term loan facility (the “Facility”) to be provided by Lenders belonging to the Relendex Platform. In this Letter "us", "we" or the "Lenders" shall refer to the Facility Provider and/or any person which becomes a Lender for the purposes of this letter by a Deed of Novation. Definitions of certain capitalised terms and expressions not otherwise defined in the body of this letter are set out in Schedule 1 to this letter.

For the avoidance of doubt, in placing this Facility at your disposal we are not undertaking to fund the Facility ourselves but will use all reasonable endeavours to obtain funding from Lenders belonging to the Relendex Platform which are taking part in the Auction process to fund your Borrower Requirement and provide the Facility through the Relendex Platform. Subject to and following your acceptance of the terms of this letter Lenders who have successfully bid in the Auction process will by the execution of Deeds of Novation referred to in paragraph 15 below become party to the agreement created by your acceptance of this letter each in the capacity of a Lender in relation to the relevant Loan Part. As Borrower, you will enter into Deeds of Novation through the Borrower's Power of Attorney in favour of Relendex Limited which you must grant as a condition precedent pursuant to paragraph 18 below.

For the purposes of the administration of the Facility, Relendex Limited (company number 07486328) whose registered office is at Ground Floor, 45 Pall Mall, London, SW1Y 5JG (the "Agent") as operator of the Relendex Platform will act as agent on behalf of the Lenders from time to time and Relendex Security Trustees Limited as described in Schedule 1 will act as security trustee on behalf of itself, the Agent and the Lenders from time to time in relation to the Security Documents.

The obligations of each Lender, under this letter are several no Lender is responsible for the obligations of any other Lender under this letter. The rights of each Lender under this letter are separate and independent rights and only debtors rights under this letter is a separate independent debt.

1 FACILITY AMOUNT

The maximum amount available for drawdown under the Facility is £[] (the “Facility Amount”).

2 PURPOSE

All money borrowed under the Facility shall be used [in or towards the cost of [refinancing the] purchase of the Property (including all) [excluding any] fees, including legal fees, costs and expenses [properly] incurred in connection with such purchase] [and any fees payable pursuant to paragraph 5]. [You shall apply the sum of £[] out of the money borrowed to discharge in full your existing Indebtedness to the Existing Lender.]

3 DRAWDOWN

- 3.1 The Facility Amount will, subject to paragraph 3.2 below, be available for drawing with effect from (but not before) the date upon which the Agent confirms to you in writing satisfaction of the conditions precedent specified or referred to in paragraph 17. It may be drawn in one amount by your giving us a Notice of Drawing to be received by us not later than [close of business on the Business Day before] the proposed date of the drawing. The Notice of Drawing should specify the proposed date of the drawing and include instructions as to the disposal of the proceeds in accordance with paragraph 2. Drawdown must be made no later than [number] days from the date of this letter and any amount remaining undrawn after that date will be cancelled and cease to be available for drawing.
- 3.2 Utilisation of the Facility will be limited so that at the time of drawdown:
- (a) the Loan to Value does not exceed [] per cent; and
 - (b) Projected Finance Cover is not less than [] per cent.

4 INTEREST

- 4.1 Interest will be calculated on the Loan on a daily basis at a fixed rate of []% per annum. Interest will be calculated on the exact number of days elapsed, based on a 365 day year and will be payable gross and without any deduction whatsoever on each Interest Payment Date.
- 4.2 In addition to Interest, you will also pay to the Agent the Service Fee, which will be calculated on the Loan on a daily basis at a fixed rate of []% per annum. The Service Fee will be calculated on the exact number of days elapsed, based on a 365 day year and will be payable gross and without deduction whatsoever on each Interest Payment Date.
- 4.3 In the event that you are obliged to repay the Loan following an Event of Default you shall fully indemnify the Lenders from and against all expenses, costs, losses, damages or liabilities (including loss of profit) incurred by us arising out of such repayment together with any reasonable amount required to compensate us for any losses sustained and/or costs incurred by us in making alternative arrangements to secure the financial equivalent of the payments due under this paragraph. The Agent's certificate in relation to such expenses, costs, losses, damages or liabilities, or in relation to any other matter connected with the Facility or the Loan, shall be conclusive and binding in the absence of manifest error.
- 4.4 If you fail to pay any amount (including without limitation any Prepayment Fee) to the Agent when due, you will (as well after as before judgment) pay us default interest on the unpaid amount from the due date to the date of actual payment at the rate of three per cent per annum, compounded monthly, which shall be in addition to the interest payable under paragraph 4.1.
- 4.5 On the occurrence of any Event of Default other than your failure to pay any amount when due, then we reserve the right to charge you default interest on the Loan from the date of the Event of Default to the date on which it is remedied (our certificate as to which shall be conclusive) at the rate of three per cent per annum, compounded monthly, which shall be in addition to the interest payable under paragraph 4.1.

5 FEES AND EXPENSES

- 5.1 You shall on the date of your counter-signature to this letter pay to the Agent the outstanding balance (if any) of the Arrangement Fee payable to the Agent in accordance with the terms of the Term Sheet at Schedule 4.
- 5.2 You shall promptly on final satisfaction of the Loan (unless the Loan is repaid in accordance with paragraph 15.11, in which event no such fee shall be payable) pay to the Agent the Exit Fee.
- 5.3 You shall pay to the Agent, on demand and on a full indemnity basis, unless otherwise agreed by us in writing at our sole discretion, the amount of all costs and expenses (including but not limited to legal fees, out-of-pocket expenses, Valuer's fees, consultancy fees and the fees, costs and expenses incurred by the

Agent or the Security Trustee and/or any agent, delegate or appointee of the Agent or the Security Trustee) which are properly incurred:

- (a) in connection with the preparation, negotiation, execution, perfection and delivery of the this letter and all other Finance Documents; and
- (b) in connection with any actual or proposed amendment or extension of or any waiver or consent under or any Finance Document.

5.4 You shall pay to the Agent, on demand and on a full indemnity basis, unless otherwise agreed by us in writing at our sole discretion, all costs and expenses (including but not limited to legal fees, out-of-pocket expenses, Valuer's fees, consultancy fees and fees, costs and expenses incurred by Relendex or the Security Trustee and/or any agent, delegate or appointee of Relendex or the Security Trustee):

- (a) in contemplation of or otherwise in connection with the investigation or the enforcement (or attempted enforcement) of, or preservation (or attempted preservation) of any rights under or monitoring of the performance of the provisions of this letter or any other Finance Document; or
- (b) in contemplation of or otherwise in connection any proceedings instituted by or against any Lender, the Agent or the Security Trustee or any agent, delegate or appointee of any such party as a consequence of it entering into a Finance Document.

6 REPAYMENT, PREPAYMENT AND CANCELLATION

6.1 (a) [You shall repay the Loan in full on *[date & year]*. **OR** [You shall repay the Loan by instalments in the respective amounts and on the respective dates set out in Schedule []].

(b) You may not re-borrow any part of the Facility which has been repaid.

6.2 (a) You may, on giving to us not less than 10 days' notice specifying the amount to be Prepaid, make a Prepayment provided that:

- (i) no Event of Default or Potential Event of Default would result from such Prepayment;
- (ii) if the Prepayment is in respect of part of the Loan, the amount being repaid reduces the Loan by a minimum amount of £[] or, if less, the total amount of the Loan;
- (iii) such Prepayment is made in accordance with paragraph 6.2(d) below; and
- (iv) any costs, accrued interest and all other amounts due and payable pursuant to the Finance Documents or any of them as at the time of such Prepayment have been paid in full.

(b) You may only make a Prepayment if you pay a Prepayment Fee, and within [five Business Days] of receipt of your Prepayment Notice, we shall notify you of the amount of the Prepayment Fee which shall be calculated as follows [*insert details from Term Sheet here*]. That fee must be paid by you concurrently with the relevant Prepayment.

(c) Any Prepayment Notice is irrevocable and you shall be obliged to make the Prepayment (with the corresponding Prepayment Fee) accordingly.

(d) The provisions of this paragraph 6.2 are without prejudice to any obligations on the part of the Borrower to make a Prepayment of the whole or part of the Loan under any other provision of this letter.

6.3 (a) You may not cancel all or any part of the Facility without the Agent's prior written consent and such consent (which may be withheld by the Agent at its absolute discretion) will in any event be conditional upon (amongst other things) the prior payment by you of a Cancellation Fee [which shall be calculated as described in and in accordance with the terms of the Term Sheet].

- (b) If the Agent shall give its written consent to a Cancellation, the Agent shall simultaneously notify you of the amount of the Cancellation Fee, your Cancellation request shall immediately become irrevocable and you shall be obliged to pay the Cancellation Fee within [five] Business Days of the date of the Agent's notice consenting to the Cancellation and specifying the amount of the Cancellation Fee.

6.4 Illegality

- (a) If for any reason or in any circumstances whatsoever it shall become unlawful in any applicable jurisdiction for the Lenders to make the Loan, or allow the Loan to remain outstanding or (prior to drawdown) fund or maintain the Facility or allow the Facility to remain outstanding then the Lenders may by notice given by the Agent to the Borrower:
- (i) require the Borrower to Prepay the Loan; or (prior to drawdown); or
 - (ii) Cancel the Facility.
- (b) To require Prepayment under paragraph 6.4 (a), the Agent shall give notice to the Borrower demanding Prepayment and specifying the date for that Prepayment.

6.5 Insolvency of a tenant

If any of the events set out in paragraphs 9.1(b)(iv), (v), (vi) or (x) occurs in relation to a tenant of the Property (but excluding a sub-tenant) then:

- (a) you shall inform the Agent promptly upon becoming aware of such event; and
- (b) the Agent may in its our absolute discretion on not less than 20 Business Days' notice to you, Cancel the Facility (before drawdown) and (after drawdown) declare the Loan, together with accrued interest and all other amounts accrued under the Finance Documents immediately due and payable whereupon the Facility will be cancelled and all such outstanding amounts will become immediately due and payable.

6.6 General provisions concerning Repayment, Prepayment and Cancellation

- (a) You may not re-borrow any part of the Facility which has either been repaid or prepaid and no amount of the Facility which has been Cancelled may be reinstated.
- (b) No repayment, Prepayment or Cancellation is permitted, except in accordance with the express terms of this letter.
- [(c)] [Any amount to be applied in partial Prepayment of the Loan shall be applied to satisfy the obligations in paragraph 6.1(a) in inverse order of their maturity. *delete if no amortisation of Loan.*]

7 COVENANTS

7.1 You undertake that as long as the Loan is outstanding:

- (a) Actual Finance Cover shall [as at each Interest Payment Date] [at all times] shall be no less than [] per cent;
- (b) Projected Finance Cover shall [as at each Interest Payment Date]/[at all times] shall be no less than [] per cent; and
- (c) the Loan to Value shall not, at any time, exceed [] per cent.

In the event of any breach of the above undertakings, you shall immediately on demand made by the Agent either (as the Agent may require) repay such proportion of the Loan as is necessary to remedy such breach (and such payment shall be deemed for all purposes to be a Prepayment made in accordance with paragraph

6.2) or provide the Security Trustee on the Lender's behalf with additional security satisfactory to us to a value which is sufficient to remedy the breach. The value of any such additional security shall be determined by the Agent at its absolute discretion.

7.2 You further undertake that as long as the Loan is outstanding:

- (a) you will provide the Agent promptly with any financial information about you that the Agent may reasonably require, including but not limited to a copy of your Financial Statements as soon as the same are available but in any event within 180 days of your year end;
- (b) you will notify the Agent of the occurrence of any Event of Default or any other event or circumstance which may have a material adverse effect on your ability to perform your obligations under this letter immediately upon your becoming aware of the same;
- (c) you will notify the Agent immediately upon becoming aware of any materially adverse circumstance (which shall include pollution or any other environmental factor) which occurs in relation to the Property;
- (d) you will not without the Agent's prior written consent create a second charge (or any other Security Interest) over the Property or any other assets secured by the Security Documents, although you shall not be in breach of this undertaking as a consequence of any Security Interest arising by operation of law and in the ordinary course of trading where this is not as a result of any default or omission on your part;
- (e) you will promptly notify the Agent of all formal offers made to acquire a leasehold interest in or otherwise rent any part of the Property or to assign or surrender any lease on the Property and any letting, assignment or surrender will be subject to our approval of the proposed terms, such approval not to be unreasonably withheld or delayed by the Agent;
- (f) you will not use the Facility or the Loan for any purpose other than specified in paragraph 2;
- (g) you will procure that the Property is properly managed in accordance with the usual principles of good estate management and (without prejudice to the generality of that obligation):
 - (i) you shall not appoint any managing agent without the Agent's prior written consent and approval as to the terms of such appointment (such consent and approval not to be unreasonably withheld);
 - (ii) you shall not terminate the appointment of the Managing Agent without the Agent's prior written consent (not to be unreasonably withheld); and
 - (iii) if the Managing Agent (having been appointed) is in material breach of the terms of its appointment and/or of any duty of care owed by it to the Security Trustee on behalf of the Lenders then on our written request you shall as soon as practicable (to the extent you are entitled to do so under the terms of such appointment) terminate the Managing Agent's appointment and appoint a new managing agent of the Property (subject to the Agent's prior written consent and approval as above) unless you shall satisfy us that it is unnecessary for a new managing agent to be appointed; and
- (h) you will *either* at any time at our request, arrange for rental payments payable to you in connection with the Property to be paid to an account designated by the Agent for the purpose of receiving such rental payments (including but not limited to a trust account, to the intent and effect that all monies standing to the credit thereof for the time being shall be held in trust for the Security Trustee absolutely) and hereby authorise the Security Trustee to apply any monies from time to time standing to the credit of such designated account in settlement of any amounts outstanding hereunder *or* comply with the undertakings set out in Schedule 2 to this letter in relation to all monies derived from the rental or any disposal of the Property (or any part of it).

8 SECURITY, VALUATION AND INSURANCE

- (a) The Facility will be secured by the following documents entered into in favour of the Security Trustee (together the “Security Documents”) which are in each case to be in a form and content satisfactory to us and our solicitors. The Security Documents will represent continuing security until you pay all amounts you owe to us, notwithstanding that the terms of this letter may be varied or amended from time to time:
- (i) a first legal mortgage over the Property;
 - (ii) a first fixed and floating charge over the assets and undertakings of the Borrower;
 - (iii) a first legal charge over the Relevant Shares;
 - (iv) the guarantee specified in paragraph 9;
 - (v) a subordination agreement in respect of all loans to the Borrower other than the Loan; and
 - (vi) a duty of care letter from the managing agent of the Property.
- (b) The Market Value of the Property is to be determined before any drawdown of the Facility and the Agent shall (subject always to paragraph 15.8) have the right to call for revaluation of the Property at any time thereafter. For these purposes the Agent shall be entitled from time to time to appoint at your expense a chartered surveyor to act as expert and not as arbitrator to determine the Market Value.
- (c) You will fully insure or procure the insurance of the Property in a form, for an amount and with an insurance company acceptable to us and arrange for the Security Trustee's interest as first loss payee to be noted on such insurance policy, such interest to be confirmed to us in writing by the insurer, and provide the Agent on request with evidence that the premiums have been paid.

9 GUARANTEE

As a guarantee for all your obligations under the Finance Documents, we require in a form acceptable to the Agent the continuing [unlimited] guarantee of [] [restricted to £[] plus interest accrued thereon and any costs incurred by us in connection with its enforcement.

10 REPRESENTATIONS AND WARRANTIES

You represent and warrant to the Agent and each Lender from time to time when you accept the terms of this letter that:

- (a) you have the necessary corporate power and authority to borrow moneys on the terms and conditions set out in this letter and to perform and observe your obligations under this letter and under the Finance Documents. Your entry into and/or performance of or observance with your obligations under this letter and under the Finance Documents does not and will not violate in any material way any law or other regulation of a competent authority to which you are subject or which is applicable to you nor any of the terms of any other agreement, deed, licence, order, obligation or documents to which you are a party or which in any way affects or is related to you;
- (b) you have taken all necessary action to authorise and procure the execution, delivery and performance of this letter and the Finance Documents. All consents, licences, approvals and authorisations of and any registration with any authority required in connection with such execution, delivery and performance, and the enforceability of this letter and the Finance Documents and have been obtained and are in full force and effect;

- (c) there is no litigation or proceedings against or (to the best of your knowledge and belief) threatened against any Group Company which might have a material adverse effect on its financial condition, business or assets, and no Group Company is in default under any agreement to which it is a party or by which it may be bound, where such default might have a material adverse effect on its business, assets or condition;
- (d) no Event of Default has occurred or will occur as a consequence of your acceptance of the terms of this letter;
- (e) you are a [company duly incorporated with limited liability] [Limited Liability partnership duly incorporated] under the laws of England and you have the requisite corporate power to carry on your business as it is now being conducted;
- (f) you have disclosed all relevant information about the Property which affects, or might affect its value; and
- (g) the representations and warranties in this paragraph 10 shall be deemed to be repeated by you, with reference to the facts and circumstances then existing, on and as of each day from the date of this letter until all monies due and owing by you under the terms of this letter have been paid in full.

11 EVENTS OF DEFAULT

- 11.1 (a) Following the occurrence of any Event of Default, you will inform the Agent immediately of the same in writing, together with details of all steps you are taking to remedy such Event of Default. You will indemnify the Lenders against any loss which the Lenders suffer as a result of the Event of Default (including compensation for any net funding loss that in the Agent's opinion the Lenders will have incurred for the remainder of the Term by reason of the Facility becoming immediately repayable), you will pay default interest in accordance with paragraph 4.5 above, and the Agent may:
- (i) make the Loan repayable on demand; and/or
 - (ii) (before drawdown) suspend or cancel your right to make any drawing; and/or
 - (iii) choose such Interest Periods (which, for these purposes, may be any period of one day or more as we deem suitable for the Loan); and/or
 - (iv) require you immediately to repay the Loan and pay all other amounts payable pursuant to this letter.
- (b) The Events of Default are as follows:
- (i) if on the due date any amount payable by you hereunder or, as the case may be, the relevant obligor under the Guarantee Documents is not paid;
 - (ii) if there shall be any other breach of the terms of this letter or any other Finance Document or the Guarantee Documents and, if such breach is capable of being rectified, the same is not rectified within seven days of the same having occurred;
 - (iii) if any of the representations, warranties or statements made or deemed to be made in connection with this letter or the Guarantee Documents shall prove to have been incorrect when made or would be incorrect if repeated at any time hereafter with reference to the facts and circumstances existing at the time of such repetition;
 - (iv) subject to paragraph 11.2 if an order is made or an effective resolution is passed for the winding-up of any Group Company or for the compulsory management of any Group Company or if any appointment or petition for the appointment of an administrator or administrative receiver, trustee or similar officer of a Group Company shall be made, or if a Group Company passes a Resolution to reduce or purchase its issued share capital, or

(being a public company) convenes a meeting as required by section 656 of the Companies Act 2006, or stops payment or ceases or threatens to cease to carry on its business or substantially the whole of its business, or makes or seeks to make any composition or arrangement with its creditors, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or suspends or threatens to suspend making payments (whether of principal or interest) with respect to all or any class of its debt;

- (v) if any Indebtedness present or future of any Group Company shall become due before its normal maturity or is not paid when due;
- (vi) subject to paragraph 11.2 if an encumbrancer shall take possession of or a receiver shall be appointed over the whole or any part of the assets of any Group Company or if a distress execution or other process is levied or enforced upon or against any property of any Group Company;
- (vii) if the security created under any Security Document or any other Security Interest created by any Group Company shall become enforceable;
- (viii) if any Security Document shall become unenforceable or shall not be, or cease for any reason to be, a continuing security or to be in full force and effect and enforceable in accordance with its terms;
- (ix) if any Security Interest other than those created by the Security Documents is created or purported to be created or is permitted to subsist or any disposition is made relating to any assets secured by the Security Documents without our prior written consent;
- (x) subject to paragraph 11.2 if any Group Company ceases or threatens to cease to carry on business or disposes of the whole or any substantial part of its undertaking or assets except in the ordinary course of business;
- (xi) subject to paragraph 11.2 if at any time in our reasonable opinion there has occurred a material change in your financial affairs which would adversely affect your ability to perform your obligations under this letter;
- (xii) if it becomes unlawful or contrary to any regulation of a competent authority for you to perform any of your obligations hereunder;
- (xiii) if any event or series of events (including without limitation any adverse change in any Group Company's business, assets or financial condition) shall occur giving reasonable grounds in the Agent's reasonable opinion for the belief that you will not, or will not be able to, perform or comply with any of your obligations expressed to be assumed by you under or in connection with this letter or any of the other Finance Documents;
- (xiv) if at any time in the Agent's reasonable opinion there has occurred a change in the effective voting control of the share capital or in the management control of any Group Company; or
- (xv) if [the guarantor] shall:
 - (1) be or become unable to pay his debts as defined by Section 123 of the Insolvency Act 1986, or suffer a statutory demand to be served upon him or suffer a bankruptcy petition to be presented against him;
 - (2) suffer a mortgagee of any of his property to exercise powers of sale, taking of property or appointment of a receiver;
 - (3) have distress or execution levied or enforced or sued out against any of his property;

- (4) (being an individual) make any application for an interim order under Section 253 of the Insolvency Act 1986 or make any proposal to his creditors for a voluntary arrangement; or
- (5) suffer any judgement for money to remain unsatisfied for seven days from the date of such judgement.

11.2 The events in relation to a Group Company specified in paragraphs 11.1(a)(iv), (vi), (x), (xi) and (xiii) shall each be subject to the proviso that it shall not constitute an Event of Default if the only matter constituting that event is a moratorium within the meaning of section IA of the Insolvency Act 1986 or anything done with a view to obtaining such a moratorium at a time when the relative Group Company is a small company for the purposes of section 382(3) Companies Act 2006.

12 PAYMENTS

12.1 Any amount due for payment in connection with this letter on a day which is not Business Day shall be payable on the next day which is a Business Day and interest or other payments due by you shall be adjusted accordingly where necessary.

12.2 All payments to be made by you hereunder shall be made in full, without any set-off or counterclaim whatsoever, and free and clear of any deductions and withholdings in immediately available Sterling funds. Payment must be made using the Clearing House Automated Payments System (CHAPS) directly to such bank account as shall be specified by the Agent for that purpose.

12.3 In the event that you are obliged to make any deduction or withholding (a "Deduction") on account of any taxes or deduct or withhold any other amount from any sum payable to us hereunder:

- (a) you will pay such taxes or other amount before the date on which penalties attach thereto and thereafter forthwith deliver to the Agent an official receipt or other official documentation evidencing such payment; and
- (b) the sum payable in respect of which the relevant Deduction is required shall be increased to the extent necessary to ensure that, after the making of that Deduction the Lenders or the Agent receive(s) on the due date and retain(s) (free from any liability in respect of such Deduction) a net sum equal to what we would have received and so retained had no such Deduction been required or made.

13 SET-OFF

13.1 The Agent or, as the case may be, the Security Trustee may at any time on its own behalf or on behalf of the Lenders without notice to you set off any liability of you to the Lenders against any liability of the Lenders, the Agent or, as the case may be, the Security Trustee to you and may apply any credit balance (whether or not then due and in whatever currency) which is at any time held by the Agent or, as the case may be, the Security Trustee for you or in which you have an interest (whether held in an account in your name or in that of the Agent or, as the case may be, the Security Trustee) in or towards satisfaction of any sums due from you to the Lenders, the Agent or, as the case may be, the Security Trustee.

13.2 For the purposes of exercising any rights under this clause, the Agent or, as the case may be, the Security Trustee may convert or translate all or any part of any liability into another currency applying a rate which in our opinion fairly reflects prevailing rates of exchange.

13.3 Neither the Agent nor the Security Trustee is obliged to exercise any of our rights under this clause, which shall be without prejudice and in addition to any right of set-off, combination or consolidation of accounts, lien or similar right which the Lenders, the Agent or, as the case may be, the Security Trustee have under any applicable law.

14 DISCLOSURE OF INFORMATION

The Facility Provider, the Agent, the Security Trustee or any Lender may disclose such information as any of them consider appropriate (acting reasonably) to:

- (a) any agent acting for the Facility Provider, the Agent or the Security Trustee and any of their officers, employees or auditors, partners or representatives;
- (b) any current or prospective Lender;
- (c) any of their respective professional advisers and the professional advisers of any other person referred to in paragraphs 13(a) and 13(b);
- (d) any rating agency and its professional advisers;
- (e) a stock exchange listing authority or similar body;
- (f) any relevant regulatory authority;
- (g) any related entity of the Borrower;
- (h) in connection with any actual or proposed delegation, assignment or transfer pursuant to paragraph 15 or otherwise (including by declaration of a trust) of all or any part of our rights, benefits and obligations under the Finance Documents or any of them;
- (i) (if an Event of Default has occurred and is continuing) any potential managing agent and/or any potential purchasers of the Property or any part of it; and
- (j) any other person with your prior agreement.

15 ASSIGNMENT/TRANSFER

15.1 The terms of this letter shall be binding upon, and enure for the benefit of each Lender, the Facility Provider, the Agent, the Security Trustee and any of the respective successors of any such person. You may not assign or transfer any rights or obligations under or in connection with this letter without our prior written consent.

15.2 Transfer of Loan Parts by Lenders

In addition to an unfettered right to assign or transfer its rights and benefits under this letter, the Facility Provider or, as the case may be, any Lender may without the need for your consent transfer all of its rights, benefits or obligations in relation to a Loan Part by novation to a person which is a Lender pursuant to the Relendex Platform at the relevant time by entering into a Deed of Novation with the transferee and the Borrower (which will act through the Agent as its attorney pursuant to the Borrower's Power of Attorney).

16 MISCELLANEOUS

16.1 No failure or delay by either party to exercise any right, power or privilege under this letter shall as a waiver thereof.

16.2 All schedules to this letter shall be deemed to form part of this letter and reference to any paragraph or schedule is to a paragraph of or schedule to this letter. Any reference to this letter should be read and construed as a reference to this letter as the same may be amended from time to time.

16.3 All the provisions of this letter are severable and distinct from one another and the validity and enforceability of any provision is not affected or impaired by the invalidity or unenforceability of any other provision.

16.4 Words implying the singular shall, where appropriate, include the plural and vice versa and words implying reference to any gender shall include reference to the other genders.

- 16.5 Reference to any statute shall include any modification, explanation, re-enactment, consolidation, replacement and/or renewal thereof and any regulations made thereunder.
- 16.6 All of the rights of the Agent or the Lenders hereunder are cumulative, and may be exercised when and as often as the Agent or, as the case may be, the Lenders consider appropriate, and are in addition to the rights of the Agent or the Lenders under statute and under the common law.
- 16.7 All legal costs, valuation and surveyors fees, other professional and out-of-pocket expenses properly incurred by us arising out of, or in connection with, this letter (including its preparation, administration and enforcement) shall be for your account except that you will only be liable to pay for the costs of one valuation of the Property each year.
- 16.8 For the avoidance of doubt nothing in this letter shall impair or otherwise affect the validity or enforceability of the Security Documents or any of them and the security constituted thereby or the rights, powers and remedies conferred by the Security Documents.
- 16.9 The agreement set out in this letter and your acceptance of this letter and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and by signing to confirm your acceptance below you irrevocably submit to the exclusive jurisdiction of the courts of England.
- 16.10 Where the introduction imposition or variation of any law, order, regulation or official directive or any change in the interpretation or application thereof makes it apparent to us that it is unlawful or impractical without breaching such law, order, regulation or official directive for us to maintain, fund or give effect to our obligations under this letter:
- (a) the Lenders' obligation to permit any future drawing hereunder shall forthwith be suspended and the Facility shall be suspended to such extent;
 - (b) the Agent will give you notice of the nature of the circumstances and (in consultation with you) use all reasonable effort to avoid the effects of such introduction, variation or change and in particular shall consider, subject to obtaining any necessary consents, fulfilling our obligations through another office or transferring our participation at par to one or more affiliates not affected by such law, order, regulation or directive; and
 - (c) if we are unable within any period which the relevant information, variation or change may allow, to avoid the said effects you shall, upon being so notified by the Agent, repay the Loan and pay all other amounts payable hereunder and the Lenders' obligation to permit any future drawing shall terminate and the Facility shall be cancelled to such extent.

17 ACCEPTANCE

You may accept the terms of this letter by returning the original copy of this letter signed by one of your officers to us by [*date*] after which date this offer will lapse and the Facility will no longer be available to be accepted. The Facility will be deemed to be accepted on the date the Agent receives the copy of this letter so signed.

18 CONDITIONS PRECEDENT

The Facility will become available for drawing on the date the Agent receives the following in form and substance satisfactory to the Agent which date shall be no later than [*date*]:

- (a) the acceptance referred to in paragraph 16;
- (b) the duly executed Borrower's Power of Attorney;
- (c) a copy of the resolution made by your Board of Directors authorising acceptance of the Facility on the terms of this facility letter and authorising its signature by the signatory. This should be

certified as correct and up to date by an officer other than the officer appointed to accept the Facility;

- (d) a letter certifying that the copy of your Memorandum and Articles of Association [*Members Agreement if the Borrower is an LLP*] previously supplied by you is up to date;
- (e) the duly executed Security Documents;
- (f) a valuation of the Property in accordance with paragraph 8(b);
- (g) evidence of the insurance of the Property in accordance with paragraph 8(c);
- (h) if applicable, evidence as to the appointment of the Managing Agent;
- (i) mandates in respect of the Accounts with the Account Bank and evidence that such Accounts have been opened;
- (j) *other - such as a legal opinion or other requirements of Term Sheet?*
- (k) evidence of the receipt by the Agent of the balance of the Arrangement Fee as per paragraph 5.1;
- (l) a letter of drawdown; and
- (m) such other documents and information as the Agent may require in its absolute discretion.

Yours faithfully

Yours faithfully

Signed
For and on behalf of Relendex Lending Limited
(as Facility Provider)

Signed
For and on behalf of Relendex Limited
(as Agent)

We acknowledge receipt of the above and confirm our agreement to the terms and conditions of this facility letter (including its Schedules).

Signed Dated
For and on behalf of [] Limited/PLC/LLP pursuant to a resolution of its board of directors

SCHEDULE 1

Definitions

In this letter the following expressions shall have the following meanings (except where stated otherwise and unless something in the subject or context is inconsistent therewith):

“**Account Bank**” means [] or such other financial institution as may be requested or approved by the Lender from time to time;

“**Accounts**” means the Rent Account, the Sale Proceeds Account and the Rent Deposit Account and includes any renewal, redesignation, renumbering or replacement of those Accounts from time to time;

“Actual Finance Cover” means, as at each Interest Payment Date, the proportion (expressed as a percentage) which Quarterly Net Rental Income bears to the Quarterly Finance Costs at that date. For the purposes of this definition:

- (a) **“Quarterly Finance Costs”** means as at each Interest Payment Date the aggregate amount payable by the Borrower to the Lender under the Finance Documents (other than under paragraph 6.1 of this letter) on that Interest Payment Date; and
- (b) **“Quarterly Net Rental Income”** means, as at any Interest Payment Date, the passing Net Rental Income received by the Borrower under the Lease Documents since the immediately preceding Interest Payment Date. In calculating Quarterly Net Rental Income:
 - (ii) Net Rental Income will be excluded:
 - if paid by a tenant that is the Borrower or related to the Borrower; and
 - if not paid under an unconditional and binding Lease Document; and
 - (ii) Net Rental Income paid by a tenant that is in arrears at any time in respect of at least two rental quarters on any of its rental payments will be excluded;

“Agreement for Lease” means an agreement to grant an Occupational Lease of all or part of the Property;

“Arrangement Fee” means an arrangement fee payable to the Agent calculated as described and in accordance with the terms of the Term Sheet;

“Borrower's Power of Attorney” means the power of attorney to be provided by the Borrower to the Agent to execute Deeds of Novation on the Borrower's behalf from time to time;

“Borrower's Terms and Conditions” means the "Terms and Conditions for prospective Borrowers" (as they may be amended from time to time) as published on the Relendex Website;

“Business Day” means a day (not being Saturday or Sunday) on which commercial banks are generally open for normal banking business in London and on which deposits are generally dealt with on the London Interbank Market;

“Cancellation” means the cancellation of some or all of the Facility and **“Cancel”** and **“Cancelled”** shall be construed accordingly;

“Cancellation Fee” means the fee in respect of a Cancellation payable in accordance with paragraph 6.3;

“Change of Control” means a situation where:

- (a) any person, or group of connected persons, not having control (as defined in sections 450 and 451 of the Corporation Tax Act 2010) of the Borrower on the date of this letter, acquires control of the Borrower; or
- (b) any shareholder of the Borrower on the date of this letter transfers or agrees unconditionally to transfer (whether by a single transfer or a series of transfers at different times) shares constituting, in aggregate, [25]% or more in nominal value of the Borrower's issued ordinary share capital without the Agent's prior written consent;

“Deed of Novation” means each deed of novation in the form set out in Schedule 3 entered into by the Facility Provider or, as the case may be, a transferring Lender, the transferee Lender and the Borrower (acting through the Agent as its attorney pursuant to the Borrower's Power of Attorney) pursuant to paragraph 15.2 to transfer all of its rights, benefits and obligation in relation to a Loan Part);

“Event of Default” means each event set out in paragraph 11.1(b) and any event which, with the giving of notice or lapse of time and/or fulfilment of any condition, would constitute any such event;

“Exit Fee” means the fee payable to the Agent [on behalf of itself and the Lenders] on final repayment of the Loan, calculated as described and in accordance with the terms of the Term Sheet;

“Finance Documents” means this facility letter, any notice of drawdown given by the Borrower under the Facility, each of the Security Documents and any other document designated as a Finance Document by the Agent and the Borrower including, without limitation, each Deed of Novation and **“Finance Document”** means any of them;

“Financial Statements” means the Borrower’s [consolidated] annual accounts and directors’ report and the auditor’s report in relation thereto, produced in accordance with GAAP and the Companies Act 2006;

“GAAP” means generally accepted accounting principles in the United Kingdom;

“Group” means the group comprising you and each of your subsidiaries and subsidiary undertakings (both as defined in the Companies Act 2006) from time to time, and **“Group Company”** means any member of the Group;

“Guarantee Documents” means any guarantee which we require to be executed in favour of the Security Trustee pursuant to paragraph 9 of this letter;

“Indebtedness” means any obligation for the payment or repayment of money, whether present or future, actual or contingent, sole or joint or any guarantee or indemnity of any of those obligations;

“Interest Payment Date” means the last day of each Interest Period (or if such day is not a Business Day the last Business Day before that day);

“Interest Period” means (subject always to paragraph 11.1(a)) a period in relation to which interest will be payable of three months or such other period as may be agreed between you and us before the first drawing under the Facility provided that:

- (a) the first Interest Period in respect of your drawing under the Facility shall commence on the date of such drawing;
- (b) each subsequent Interest Period will commence immediately on the expiry of the preceding Interest Period; and
- (c) no Interest Period may expire on a date which falls after the date of expiry of the Facility;

“Lease Document” means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease;
- (c) any document expressed to be or which is (as a matter of fact) supplemental to an Agreement for Lease or an Occupational Lease; or
- (d) any other document designated as such by the Agent and the Borrower (each acting reasonably);

“Lender Terms and Conditions” means the "Terms and Conditions for prospective Lenders" (as they may be amended from time to time) as published on the Relendex Website;

“Loan” means the loan made or to be made by the Lender to the Borrower under this facility letter or (as the context requires) the principal amount of that loan for the time being outstanding;

“Loan Part” means, in relation to an agreed portion of the Facility (or, once drawn, the Loan), the Facility Provider's or, as the case may be, a Lender's rights, benefits and obligations under and in relation to this letter and the Facility (or, once drawn, the Loan) relating to such portion of the Facility (or, once drawn, the Loan) as set out in the relevant Deed of Novation;

“Loan to Value” means, at any time, the proportion (expressed as a percentage) which the Loan bears to the Market Value of the Property calculated in accordance with the then most recent Valuation;

“Managing Agent” means [] or any other managing agent appointed by the Borrower in respect of the Property with the Agent's prior written approval;

“Market Value” has the same meaning as that term is defined in the valuation standards issued by the Royal Institution of Chartered Surveyors which are current as at the relevant date;

“Net Rental Income” means the Rental Income after deduction of any amount paid or payable to the Borrower by any tenant under a Lease Document or any other occupier of the Property, by way of:

- (a) contribution to:
 - (i) ground rent;
 - (ii) insurance premia;
 - (iii) the cost of an insurance valuation;
- (b) any payment in respect of a Service Charge Liability;
- (c) VAT; or
- (d) any other amounts from time to time agreed between the Agent and the Borrower in writing;

“Notice of Drawing” means a notice issued by the Borrower pursuant to paragraph 3 instructing that the drawing be made available to it at the relevant bank account;

“Occupational Lease” means any lease or licence or other right of occupancy or right to receive rent to which the Property may at any time be subject and includes any guarantee of the tenant's obligations under the same;

“Prepayment” means the early repayment of all or part of the Loan and **“Prepay”** and **“Prepaid”** shall be construed accordingly;

“Prepayment Fee” means the fee payable in respect of a Prepayment described in and calculated in accordance with paragraph 6.2(b);

“Projected Finance Cover” means, as at a Relevant Calculation Date the proportion (expressed as a percentage) which Projected Net Rental Income bears to Projected Finance Costs for each of the Relevant Quarterly Periods. For the purposes of this definition:

- (a) **“Relevant Calculation Date”** means the date on which the Loan is drawn down and each Interest Payment Date;
- (b) **“Projected Finance Costs”** means an estimate by the Borrower on any Relevant Calculation Date satisfactory to the Agent (acting reasonably) of the aggregate amount payable by the Borrower to the Lender under the Finance Documents (other than repayment of principal under this agreement) for each of the Relevant Quarterly Periods;

- (c) **“Projected Net Rental Income”** means an estimate by the Borrower which is satisfactory to the Lender (acting reasonably) on any Relevant Calculation Date of the Net Rental Income receivable by the Borrower for each of the Relevant Quarterly Periods. For the purpose of making this estimation:
- (i) it shall be assumed that a break option exercisable by a tenant under any Lease Document will be exercised at the earliest date available to the relevant tenant unless the Lender has received confirmation in form and substance satisfactory to it, that such break option will not be exercised;
 - (ii) Net Rental Income will be excluded:
 - if payable by a tenant that is the Borrower or related to the Borrower; and
 - if not payable under an unconditional and binding Lease Document;
 - (iii) a potential increase in Net Rental Income as a result of a rent review will be excluded other than where there is a fixed rental increase under the relevant Lease Document or where such rent review has already been concluded and is legally binding on the tenant;
 - (iv) Net Rental Income payable by a tenant that is more than one quarter in arrears on any of its rental payments will be excluded; and
 - (v) all Net Rental Income from any part of the Property which is scheduled to be disposed of during the Relevant Quarterly Period will be excluded; and
- (d) **“Relevant Quarterly Period”** means each quarterly period ending on each of the four successive Interest Payment Dates following the Relevant Calculation Date;

“Property” means the [freehold/leasehold] property known as [PROPERTY] and registered with [title absolute] at H M Land Registry under title number [TITLE NUMBER];

“Quarterly Monitoring Fee” means the fee payable to the Agent in connection with monitoring the Borrower’s compliance with its obligations under the Finance Documents, calculated as described and in accordance with the terms of the Term Sheet;

“Relendex Platform” means the peer-to-peer lending platform operated by Relendex Limited through the Relendex Website;

“Relendex Website” means the website operated by Relendex Limited at www.relendex.com and includes the sub-domain <https://trading.relendex>;

“Relevant Shares” means all or any of the [ordinary] shares of [AMOUNTS] each in the capital of [NAME] PLC/Limited [now registered in the name of and beneficially owned by the Borrower] and shall include all stocks, shares, securities, rights, monies, distributions or property now or in the future accruing or offered by way of rights, redemption, bonus, preference, option or otherwise in respect of such shares;

“Rent Account” means an interest bearing deposit account in the name of the Borrower with the Account Bank designated as such in accordance with Schedule 2;

“Rental Deposit Account” means an account in the name of the Borrower with the Account Bank designated as such in accordance with Schedule 2;

“Rental Income” means in respect of any period the aggregate of all amounts paid or payable to or for the account of the Borrower in connection with the letting, licence or grant of other rights of use or occupation of all or part of the Property, including each of the following amounts:

- (a) rent, licence fees, service charges, insurance premiums, contributions to a sinking fund and other monies reserved by or arising out of any Occupational Lease (and any equivalent amounts);

- (b) monies in respect of the occupation or use of the Property (or part of it) or in respect of a fixture or fitting on the Property, including a fixture for display or advertisement, whether under a licence or otherwise;
- (c) a sum equal to any apportionment of rent in favour of the Borrower under any contract to purchase the Property;
- (d) profits awarded or agreed to be payable as a result of any proceedings taken or claim made;
- (e) damages, compensation, settlement or expenses for or representing loss of rent or interest on rent, awarded or agreed to be payable as a result of any proceedings taken or claim made for the same less any fees and expenses paid (which have not been reimbursed to, and are not recoverable by, the Borrower) in respect of those proceedings or that claim;
- (f) insurance proceeds in respect of loss of rent or interest on rent;
- (g) any sum, or the value of any consideration, for the grant, surrender, extension, waiver, release or variation of any Occupational Lease or agreement for the occupation or usage of the Property (or part of it);
- (h) monies from any guarantor or other surety in consideration of payment of a premium or other amount of any tenant under any Occupational Lease or in respect of any of the items listed in this definition;
- (i) interest, damages, compensation or settlement in respect of any sum referred to above; and
- (j) VAT on any sum referred to above;

["**Sale**"] means the sale of the [freehold/leasehold] or the grant of an Agreement for Lease or Occupational Lease or other Lease Document in each case at a premium or any other dealings in any interest in all or any part of the Property and "**Sold**" shall be construed accordingly;]

["**Sale Proceeds**"] means the gross proceeds of any Sale;]

["**Sale Proceeds Account**"] means an interest bearing deposit account in the name of the Borrower with the Account Bank designated as such in accordance with Schedule 2;]

"**Security Accounts**" means the Sale Proceeds Account and the Rent Account and "**Security Account**" means either of them;

"**Security Documents**" means those documents creating authorising or acknowledging security interests which we require to be executed in favour of the Security Trustee pursuant to paragraph 8 of this letter;

"**Security Interest**" means any mortgage, charge, pledge, lien, encumbrance, conditional sale or other title retention agreement or other security interest whatsoever or any preferential arrangement having a similar effect to any of the foregoing, howsoever created or arising other than liens resulting by operation of law in the ordinary course of business;

"**Security Trustee**" means Relendex Security Trustees Limited (company number 09743657) whose registered office is at Ground Floor, 45 Pall Mall, London SW1Y 5JG or such other entity related to Relendex or an external professional security trustee which is appointed to act in the capacity of security trustee in relation to the security provided by the Borrower;

"**Service Charge Liability**" means:

- (a) any liability of a tenant under an Occupational Lease:
 - (i) to reimburse expenses incurred, or on account of expenses to be incurred, by or on behalf of the Borrower:
 - (A) under obligations for the management, maintenance or repair of the Property or under any similar obligation;
 - (B) in respect of the provision of services specified in that Occupational Lease in respect of the Property; or
 - (C) in respect of the payment of insurance premiums for the Property; and

- (ii) to, or for expenses incurred by or on behalf of, the Borrower for a breach of covenant where such amount is or is to be applied by the Borrower in remedying such breach or discharging such expenses; and
- (b) any liability of a tenant under its Lease to make a contribution (excluding VAT chargeable in respect of such contribution) to a sinking fund;

“Service Fee” means the fee payable to the Agent from time to time described in and calculated in accordance with paragraph 4.2 for administering and facilitating the Loan;

“Term Sheet” means the document dated [DATE], a copy of which is attached at Schedule 4, setting out (among other things) the principal terms in relation to the Facility and signed on behalf of both the [Facility Provider/Agent] and the Borrower;

“Valuation” means the valuation of the Borrower’s interest in the Property prepared by the Valuer, addressed to and capable of reliance on by the Agent, the Security Trustee and the Lenders and prepared on the basis of the Market Value and otherwise complying, if appropriate, with the Lender’s written instructions relating to that valuation; and

“Valuer” means [Insert name of valuer who prepared valuation] and appointed by the Borrower or any other surveyor or valuer approved by the Agent.

SCHEDULE 2

Bank Accounts

1. Designation of Accounts

- (a) The Borrower shall open and maintain the following accounts (the "Accounts") with the Account Bank:
 - (i) a rent account designated the "**Rent Account**"; [and
 - (ii) [a deposit account designated the "**Sale Proceeds Account**";]
- (b) The Borrower shall procure that the Managing Agent maintains interest-bearing deposit accounts in respect of amounts paid by any tenant under any Occupational Lease or rent deposit agreement by way of deposit in respect of rent, each such account to be designated a Rental Deposit Account in the name of the Managing Agent with the Account Bank or in such other name at such other bank as is required under the relevant Occupational Lease or rent deposit agreement.
- (c) The Borrower shall ensure that no Account shall become overdrawn.
- (d) The Borrower will (unless such requirement is waived by the Agent) provide to the Lender bank statements in respect of each Account on a quarterly basis within 28 days of each Interest Payment Date and otherwise when reasonably requested by the Lender from time to time.

2. Change of Accounts

- (a) If the Lender so request (acting reasonably) the Accounts (or any of them) may be moved to another bank or branch specified by the Agent.
- (b) A change of Account Bank only becomes effective upon the proposed new bank agreeing with the Lender and the Borrower in a manner satisfactory to the Lender to fulfil the role of Account Bank.

3. Withdrawal from Accounts

- (a) The Borrower may not withdraw money from any Security Account or require the Account Bank to make any payment from any Security Account to the Borrower or any other person without the Agent's prior written consent.
- (b) The Lender alone shall be the sole signatory to and the Lender alone may authorise withdrawal or payment from any Security Account, and shall do so in accordance with the provisions of this letter.
- (c) On or any time after the Loan has become immediately due and payable, the Agent or, as the case may be, the Security Trustee shall be entitled to apply the money standing to the credit of each Security Account in or towards repayment of any monies payable to the Lenders, the Agent or the Security Trustee but unpaid under the Finance Documents.

4. Rent Account

- (a) The Borrower shall ensure that all Net Rental Income is promptly on collection and in any event at least two Business Days before each Interest Payment Date paid into the Rent Account without set-off or other deduction whatsoever.

- (b) If any amount referred to in paragraph 4(a) of this Schedule is paid into any account other than the Rent Account, that amount must be paid immediately into the Rent Account.
- (c) [The Agent or the Security Trustee may, and is irrevocably authorised by the Borrower (but shall not be obliged) to:
 - (i) withdraw from the Rent Account a sum necessary to meet an amount due and payable to any superior landlord in relation to the Property; and
 - (ii) apply that sum in payment of that amount.]
- (d) The money standing to the credit of the Rent Account shall be applied (and the Borrower irrevocably authorises such application) as in the following order:
 - (i) firstly, in or towards payment to the Agent on behalf of the Agent, the Security Trustee or the Lenders of any fees, costs and expenses of the Agent, the Security Trustee or the Lenders (including any agent, delegate, appointee or employee of the Agent or the Security Trustee) due but unpaid under the Finance Documents;
 - (ii) secondly, in or towards payment to the Agent or the Lenders of any accrued interest, costs, fees and other amounts (other than principal) due to the Agent, the Security Trustee or the Lenders but unpaid under the Finance Documents;
 - (iii) thirdly, in or towards payment to the Agent on behalf of the Lenders of any principal amount of the Loan due but unpaid under the Finance Documents;
 - (iv) fourthly, in or towards payment to the Agent on behalf of the Agent, the Security Trustee or the Lenders of any other sum due but unpaid under the Finance Documents; and
 - (v) fifthly, subject to (A) no Event of Default continuing and (B) the representations and warranties set out in paragraph 10 of this letter being correct and remaining correct immediately after the withdrawal, payment of any surplus into such bank account of the Borrower as it shall specify in writing to the Agent for this purpose.

5. **[Sales Proceeds Account]**

- (a) The Borrower shall ensure that if the Property (or any part of the Property) is Sold, the Sale Proceeds shall be paid directly into the Sale Proceeds Account net only of such reasonable costs and expenses associated with that Sale as the Agent determines in writing prior to such costs and expenses being incurred and in any event prior to completion of the relevant Sale.
- (b) All money standing to the credit of the Sale Proceeds Account shall be applied by the Agent (and the Borrower irrevocably authorises such application) on each Interest Payment Date (or earlier if requested by the Borrower) in the following order:
 - (i) firstly, (where there are insufficient monies in the Rent Account or if an Event of Default is outstanding) in or towards payment to the Agent on behalf of the Agent, the Security Trustee or the Lenders (including any agent, delegate, appointee or employee of the Agent or the Security Trustee) of any unpaid fees, costs and expenses due but unpaid under the Finance Documents;
 - (ii) secondly, in or towards payment to the Agent on behalf of the Agent, the Security Trustee or the Lenders of any accrued interest, costs, fees and other amounts (other than principal) due but unpaid under the Finance Documents;

- (iii) thirdly, in or towards payment to the Agent on behalf of the Lenders of any principal amount of the Loan due but unpaid under the Finance Documents;
- (iv) fourthly, in or towards payment to the Agent on behalf of the Agent, the Security Trustee or the Lenders of any other sum due but unpaid under the Finance Documents; and
- (v) fifthly, subject to (A) no Event of Default or Potential Event of Default continuing and (B) the representations and warranties set out in paragraph 10 of this letter being correct and remaining correct immediately after the withdrawal, payment of any surplus into such bank account of the Borrower as it shall specify in writing to the Agent for this purpose.

6. **Rental Deposit Account**

- (a) The Managing Agent shall have sole signing rights in relation to each Rental Deposit Account;
- (b) The Borrower shall ensure that any amount payable by the tenant under an Occupational Lease by way of deposit in respect of rent is paid by the Managing Agent into the relevant Rental Deposit Account.

SCHEDULE 3

Form of Deed of Novation

THIS DEED is made on

2016

BETWEEN:

- (1) [TRANSFERRING LENDER] (the "**Transferring Lender**");
- (2) [NEW LENDER] (the "**New Lender**"); and
- (3) [BORROWER]

**FACILITY LETTER ISSUED BY RELENDEX LENDING LIMITED TO [] [LIMITED] [LLP]
AND DATED [] [20[] (the "Facility Letter")**

1. We refer to the Facility Letter. This deed (the "**Deed**") shall take effect as a Deed of Novation for the purposes of clause 15.2 of the Facility Letter. Terms defined in the Facility Letter have the same meaning in this Deed unless given a different meaning in this Deed.
2. In accordance with paragraph 15.2 (Assignment/Transfer) of the Facility Letter, the Transferring Lender, the New Lender and the Borrower each agree to the Transferring Lender transferring to the New Lender by novation all of the Transferring Lender's rights, benefits and obligations under the Facility Letter and other Finance Documents in relation to its Loan Part.
3. This Deed may be executed in any number of counterparts and has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
4. This Deed is governed by English law.
5. This Deed has been entered into on the date stated above.

DETAILS OF THE LOAN PART

£[]

IN WITNESS of which each of the parties has executed this Deed on the date which appears above.

EXECUTED AS A DEED BY THE TRANSFERRING LENDER

(but not delivered until the date hereof) by
[NAME]

Acting by its attorney Relendex Limited

.....
Director, Relendex Limited

In the presence of:

.....Signature of Witness

.....Full name of Witness

.....Address of Witness

EXECUTED AS A DEED BY THE NEW LENDER

(but not delivered until the date hereof) by
[NAME]

Acting by its attorney Relendex Limited

.....
Director, Relendex Limited

In the presence of:

.....Signature of Witness

.....Full name of Witness

.....Address of Witness

EXECUTED AS A DEED BY THE BORROWER

(but not delivered until the date hereof) by
[NAME] [LIMITED] [LLP]

Acting by its attorney Relendex Limited

.....
Director, Relendex Limited

In the presence of:

.....Signature of Witness

.....Full name of Witness

.....Address of Witness

SCHEDULE 4

Term Sheet

[]

RElemdex