

## STANDARD TERMS APPLICABLE TO SECURED TERM LOAN FACILITIES

### 1 LOAN FACILITY

The maximum amount you may draw down under this Loan Agreement is the Loan Amount unless that amount is reduced by the Lender pursuant to this Loan Agreement.

### 2 PERIOD

2.1 Unless terminated for any reason, the Loan shall have the Term specified in the Key Terms and shall be repaid in the way described in paragraph 4 below.

2.2 If a Break Clause is specified in the Key Terms, the Lender shall be entitled to require you to repay the Loan, and all accrued and unpaid interest and any other amounts payable under the Finance Documents as set out in the Key Terms.

### 3 DRAWDOWN

3.1 You may not borrow the Loan or any part of it until the Lender has received, in form and substance satisfactory to it the documents and evidence specified as Conditions Precedent to Availability of the Loan in the Key Terms

3.2 You may only borrow any of the Loan if:-

3.2.1 the borrowing is to take place on a Business Day;

3.2.2 any Additional Conditions Precedent applicable to the amount to be borrowed as specified in the Key Terms have been satisfied;

3.2.3 you have given the Lender 1 Business Day's written notice of your intention to borrow the Loan, if necessary stating the amount to be borrowed;

3.2.4 on each date on which you borrow all or part of the Loan, no Event of Default or Potential Event of Default has occurred or will occur as a result of the borrowing; and

3.2.5 any Borrower that is an individual (or a trustee) has signed and dated the Declaration at the end of the Key Terms.

3.3 The amount that you may borrow at any time under this Loan Agreement shall be the lower of:

3.3.1 such amount as shall ensure that the Loan does not exceed the Loan Amount; and

3.3.2 if specified in the Key Terms, such amount as shall ensure that any Forward Looking Financial Covenants, tested as at the Drawdown Date and taking full account of the amount borrowed, are met.

3.4 You may borrow the Loan in accordance with the drawdown profile specified in the Key Terms and during the period specified in relation to the Loan or any particular part of the Loan in the section of the Key Terms headed "Drawing Profile" (the "**Availability Period**"). Any amount which has not been borrowed on or before the last day of the Availability Period will be automatically cancelled and may no longer be borrowed, but this will not prevent any interest roll up under paragraph 5.3. The period of availability of the Loan or any particular part of it may, at the Lender's sole discretion, and without any notification, be extended during the Availability Period.

#### **4 REPAYMENT**

4.1 **If "Bullet" Repayment is specified in the Key Terms**, unless you choose, or are required under this Loan Agreement, to repay the Loan earlier, you shall repay the Loan together with all unpaid interest, any Exit Fee specified in the Key Terms, and all other amounts payable under the Finance Documents on the last day of the Term.

4.2 **If "Capital and Interest" Repayment is specified in the Key Terms**, unless you choose, or are required under this Loan Agreement, to repay the Loan earlier, you will pay the instalments specified in the Key Terms (or, if less, the amount of the Loan then outstanding) on each Payment Date, starting on the Repayment Commencement Date set out in the Key Terms. Each instalment shall include interest accrued but unpaid in respect of the Loan and shall be applied first in paying that interest and second towards repayment of the Loan. On the date of the last such instalment, you will pay all other amounts payable under this Loan Agreement (to the extent not already paid) including, without limitation, any Exit Fee specified in the Key Terms. The Lender reserves the right to vary the amount of the instalments payable as it determines in its absolute discretion if it considers it necessary to ensure that the Loan and all interest and other amounts payable under this Loan Agreement are discharged in full at the end of the Term. The Lender will promptly notify you if it varies the instalments payable under this paragraph 4.2. During the period prior to the Repayment Commencement Date, you will pay interest accruing on the Loan in accordance with the applicable provisions of paragraph 5 and, if applicable, paragraph 24.

4.3 You may at any time on giving 14 days' written notice (or paying 14 days' interest in lieu of notice) repay the Loan in whole or in part, together with any interest accrued and unpaid in respect of the amount prepaid) to the date of such repayment any Prepayment Fee and any Exit Fee specified in the Key Terms, and any amounts payable under the indemnities in paragraph 23.

4.4 Where a Property is charged to the Lender, the Lender may, in its absolute discretion, consent to you selling it provided that the net proceeds of sale are used to repay the Loan together with all interest and all other amounts payable under the Finance Documents (including, without limitation, any Exit Fee specified in the Key Terms and any amounts payable under the indemnities in paragraph 23) on the date you sell, lease, transfer or otherwise dispose of or deal with any interest in that Property or any part of it, subject to any terms specified by the Lender.

4.5 If it becomes unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Loan Agreement or to fund or maintain the Loan, or any part of the Loan, the Lender will promptly notify you upon becoming aware of that event, and its obligation to lend the Loan will be immediately cancelled. You must repay all amounts outstanding or payable

under this Loan Agreement in full on the date specified by the Lender in the notification (being no earlier than the last day of any applicable grace period permitted by law).

4.6 Any amounts prepaid shall be applied against repayment instalments (if any) in inverse chronological order (i.e. latest to occur first).

4.7 No amount repaid or prepaid under this Loan Agreement shall be available for redrawing.

## 5 INTEREST

5.1 Subject to paragraph 5.7 below, you will pay interest on the amount of the Loan at the rate per annum equal to Interest Rate specified in the Key Terms in arrears on each Payment Date.

5.2 **If "Periodic Pay" Interest is specified in the Key Terms**, interest shall be paid in arrears on each Payment Date.

5.3 **If "Deferred Pay" Interest is specified in the Key Terms**, on each Payment Date during the Roll up Period specified in the Key Terms, accrued interest shall be rolled up and added to the Loan (but shall not itself bear interest during the Roll up Period). With effect from the end of the Roll up Period, interest on the Loan and any rolled up interest will be payable on each successive Payment Date.

5.4 **If an "Interest Only Period" is specified in the Key Terms**, all interest payable under this paragraph 5 must be paid during any Interest Only Period specified, as well as after the end of that period and must be paid in cash in arrears on each Payment Date.

5.5 Where **"Capital and Interest Repayment"** is specified in the Key Terms, each of the repayment instalments in paragraph 4.2 will include the amount of interest payable under this paragraph 5.

5.6 Interest under this Loan Agreement shall accrue from day to day and shall be calculated on the basis of the number of days elapsed in the relevant period and a year of 365 (or 366) days (as appropriate).

5.7 If you fail to pay any sum due under this Loan Agreement on the due date, you will pay interest on that sum from the due date until actual payment (whether before or after judgment) at the rate of 2% per annum above the Interest Rate and such interest shall, if not paid, be added to the outstanding balance of the Loan on each successive Payment Date (so that it shall itself bear interest).

## 6 PAYMENTS

6.1 If any payment becomes due on a day which is not a Business Day, the due date of such payment will be extended to the next Business Day.

6.2 All amounts payable by you under this Loan Agreement shall be paid without any set off, counter claim, withholding or deduction whatsoever unless required by law, in which event you will simultaneously with making the relevant payment pay to the Lender such additional amount as will result in the receipt and retention by the Lender of the full amount which would otherwise have been receivable. You will supply the Lender promptly with evidence satisfactory to it that you have accounted to the relevant authority for any sum withheld or deducted.

6.3 The Lender may, at its discretion, debit any sums due from you under the Finance Documents to any of your accounts with the Lender.

## **7 SECURITY**

7.1 The Loan and any and all other liabilities owed by you from time to time to the Lender, whether present or future, actual or contingent and whether incurred solely by you or jointly with any other person, shall be secured by the New Security and the Existing Security (if any) specified in the Key Terms in the form required by the Lender together with any other Security Interest created by you or any third party in favour of the Lender from time to time in respect of any obligations owed by you to the Lender.

## **8 REPRESENTATIONS AND WARRANTIES**

8.1 You represent and warrant to the Lender as follows:-

- 8.1.1 each corporate Obligor is duly incorporated and validly existing under the law of its jurisdiction of incorporation;
- 8.1.2 you are borrowing the Loan solely for the purposes of a business or trade carried on or to be carried on by you;
- 8.1.3 your execution of the Finance Documents has been validly authorised and the obligations expressed as being assumed by each Obligor under the Finance Documents to which they are party constitute valid, legal and binding obligations of the persons by whom they are expressed to be assumed which are enforceable against them in accordance with their terms;
- 8.1.4 neither the execution and delivery of the Finance Documents by each respective Obligor party thereto nor the borrowing of the Loan nor the performance or observance of any of your or their obligations hereunder or under the Finance Documents will conflict with, or result in any breach of, the constitutional documents of any corporate Obligor, any law, or regulation applicable to any Obligor or any agreement or other instrument binding on any Obligor;
- 8.1.5 no Obligor is in default under any law, or regulation applicable to it or any agreement or other instrument binding on it;
- 8.1.6 the most recent annual profit and loss account (audited if applicable) and the balance sheet (audited if applicable) delivered in accordance with paragraphs 9.4 and 9.5 give a true and fair view of the results of your operations (or, where the Borrower is an individual, the business conducted by the Borrower), or the relevant Obligor or Specified Person (as the case may be) and, if applicable, its Subsidiaries for that period and the financial position as at that date and there has been no material adverse change in the business, assets, condition or operations since that date;
- 8.1.7 the most recent unaudited management accounts delivered in accordance with paragraphs 9.4 and 9.5 have been prepared with due care and attention and accurately reflect your financial position (or, where the Borrower is an individual, the business conducted by the Borrower) or the relevant Obligor or Specified Person (as the case

may be) and, if applicable, its Subsidiaries in all material aspects as at their date and there has been no material adverse change in your financial condition or the financial condition of the relevant Obligor or Specified Person (as the case may be) and, if applicable, its Subsidiaries since the date of those accounts;

8.1.8 no

- (a) Event of Default, or
- (b) Potential Event of Default

is continuing or might reasonably be expected to result from any borrowing of the Loan;

8.1.9 in relation to the information provided by you or on your behalf to the Lender or the Valuer or any adviser to either of them:

- (a) (in the case of a Borrower who is an individual) the statement of means provided by you on or prior to the date of this Loan Agreement gives a true and fair view of your financial position as at that date and there has been no material adverse change in the value of your assets and investments since that date;
- (b) any factual information was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is or was stated;
- (c) any financial projections have been prepared on the basis of recent historical information and on the basis of reasonable assumptions; and
- (d) nothing has occurred or been omitted from the information and no information has been given or withheld that results in the information provided being untrue or misleading in any material respect;

8.1.10 you have, or the relevant Obligor as applicable has, (or will, on completion of the purchase of the New Property, have) a good and marketable title to the Charged Property and you, or the relevant Obligor as applicable, are (or will be) the legal and beneficial owner of the Charged Property;

8.1.11 except to the extent that the Lender has given its prior written consent, no Security Interests exist over the whole or any part of your or any Obligor's undertaking or assets, present or future, (including uncalled capital) except the security under the Security Documents;

8.1.12 no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of your knowledge and belief) been started or threatened against you or any Obligor;

8.1.13 the security constituted by the Security Documents has, or will have, first ranking priority (or such other priority as is specified in the Key Terms) and it is not subject to any prior ranking or equally ranking Security Interest;

8.1.14 you are not and no Obligor is required to make any deduction whatsoever (whether on account of taxation or any other liability in any jurisdiction) from any payment you or any Obligor may make under any Finance Document to the Lender; and

8.1.15 you are and each Obligor is able to pay all of its debts as and when they become due and payable and there are no grounds for suspecting that any Obligor will not continue to be able to do so after entering into the Finance Documents (and after incurring any liability which you or any Obligor propose to incur at or around the time you enter into the Finance Documents).

8.2 The representations and warranties set out in paragraph 8.1 shall survive the execution of this Loan Agreement and the making of the Loan hereunder and (other than the representation in sub-paragraph 8.1.8(b), which shall be repeated only on each Drawdown Date) shall be deemed to be repeated on each Payment Date and each Drawdown Date, in each case with reference to the facts and circumstances then subsisting as if made at each such time.

8.3 The Additional Representations and Warranties in the **Special Terms** shall also be deemed to be made and repeated under, and as provided in, this paragraph 8.

## 9 UNDERTAKINGS

You undertake that so long as you owe or are entitled to borrow any amounts under this Loan Agreement except with the prior written consent of the Lender in its absolute discretion:

9.1 you shall use the Loan only for the Purpose described in the Key Terms and if no Purpose is specified, for the general working capital purposes of your business;

9.2 you shall comply, and procure that each Obligor complies, with this Loan Agreement (including, without limitation, any Additional Financial Covenants, Conditions Subsequent and Additional Covenants) within any applicable time periods specified therein;

9.3 you shall give the Lender notice in writing immediately upon becoming aware of the occurrence of any Event of Default or Potential Event of Default;

9.4 you shall prepare and provide and shall procure that each relevant Obligor or Specified Person prepares and provides to the Lender the Financial Information specified in the Key Terms within the periods specified in the Key Terms;

9.5 you shall provide the Lender promptly with such other information and documents concerning your or any Obligor's or Specified Person's business, investments and financial position and prospects as the Lender may from time to time reasonably require;

9.6 you shall procure that the Lender is provided (at your own cost) with updated Valuations of each of the Charged Properties and any Specified Properties specified by the Lender, such Valuations to be obtained once in every 3 years at the Lender's sole discretion or more frequently if the Lender believes that an Event of Default has occurred or is likely to occur;

9.7 upon request, you shall provide all reasonable assistance to the Lender and the Valuer for the purpose of any Valuation;

- 9.8 you shall, and shall procure that each Obligor will, comply in all respects with all laws (including, without limitation, Environmental Law and all statutes applicable to each Property) to which you or they may be subject;
- 9.9 you shall not, and shall procure that no Obligor will, create or permit to subsist, without the Lender's prior consent, any Security Interest over the whole or any part of your undertaking or assets, present or future, (including uncalled capital) except the Security Documents and for liens which are not overdue for performance;
- 9.10 you shall not, and shall procure that no Obligor will sell, lease, transfer or otherwise dispose of any Secured Assets, or any material asset unless the Lender has consented to that sale, lease, transfer or disposal in writing or as permitted under the Security Documents;
- 9.11 you shall and shall procure that each Obligor will carry on your and their respective business in the ordinary course and without any material alteration from that carried on at the date of this Loan Agreement; you shall obtain all consents, authorisations or licences as necessary to carry on your business;
- 9.12 you shall and shall procure that each Obligor as applicable will maintain insurance on and in relation to the Charged Property with reputable underwriters or insurance companies against all usual risks and special perils (including but not limited to subsidence and inflation proofing) at least to the amount of the current reinstatement cost as per the Valuation, inclusive of surveyor's fees and local authority fees, and you shall ensure that the interest of the Lender as mortgagee is noted on such policies;
- 9.13 you shall and shall procure that each Obligor will maintain insurance of your and its business and assets with reputable underwriters or insurance companies against such risks to the extent usual for persons carrying on a business such as that carried on by you and each respective Obligor and such other risks as the Lender may from time to time reasonably require;
- 9.14 you shall promptly pay all premia and other amounts required in respect of the insurances to be maintained under this Loan Agreement, and shall provide copies of all insurance policies required to be maintained under this Loan Agreement to the Lender on request;
- 9.15 you shall transact all of your business banking through your account held with the Lender; and
- 9.16 you shall at all times comply with each of the Financial Covenants which may be tested at any time at the Lender's absolute discretion as follows:-
- 9.16.1 in the case of the financial and other ratios specified in the Key Terms or in the Special Terms, in relation to the Test Periods specified in the Key Terms, with reference to the documents most recently supplied under paragraphs 9.4 and 9.5, or as otherwise specified, if applicable, in the Special Terms; and
- 9.16.2 in the case of financial and other ratios which are determined by reference to forward looking indicators, in relation to the Test Periods specified in the Key Terms, with reference to the documents most recently supplied under paragraphs 9.4 and 9.5 and, as applicable, to the projected amounts estimated by the Lender;

- 9.16.3 in the case of any Loan to Value Ratio specified in the Key Terms, with reference to the Valuation most recently provided to the Lender in accordance with this Loan Agreement.

## 10 EVENTS OF DEFAULT

The Loan and all interest, and all other amounts payable under the Finance Documents will become due and payable immediately on demand by the Lender if an Event of Default, which includes any of the following events, happens:

- 10.1 you fail to pay any amount under the Finance Documents when due; or
- 10.2 any of the Financial Covenants are breached at any time; or
- 10.3 any representation or warranty made or deemed to be made by you or any Obligor in any Finance Document or in any statement delivered or made pursuant thereto is incorrect when made or deemed to be repeated; or
- 10.4 you are, or any Obligor is, in breach of any other provision of the Finance Documents; or
- 10.5 any event or circumstance occurs which the Lender reasonably believes has or is reasonably likely to have a Material Adverse Effect; or
- 10.6
- 10.6.1 any Borrowings of you, or any Obligor, or Specified Person, howsoever arising, are not paid or repaid when they become due or are, or become capable of being, declared due prior to their stated date of payment; or
- 10.6.2 any agreement or arrangement under which any Borrowings of you or any Obligor are effected, is terminated or becomes capable of being terminated prior to its contractual maturity date; or
- 10.7
- 10.7.1 you become, or any Obligor or Specified Person (whether an individual or a body corporate), becomes insolvent or unable to pay your or its debts as they fall due;
- 10.7.2 any person takes any steps for or with a view to the making of an administration order or the appointment of an administrator or trustee in bankruptcy or any steps are taken for or with a view to the winding-up, dissolution, liquidation, reconstruction or reorganisation of you or any Obligor or Specified Person; or
- 10.7.3 a bankruptcy petition is presented in respect of you or any Obligor or Specified Person;
- 10.7.4 you enter into or any Obligor or Specified Person enters into, a voluntary arrangement or other dealing with any of your or its creditors with a view to avoiding, or in expectation of, insolvency or stopping or threatening to stop payments to creditors generally;
- 10.7.5 an encumbrancer takes possession or a trustee in bankruptcy (in the case of an individual) or a receiver or manager is appointed of the whole or any material part of your or any Obligor's or Specified Person's assets;

- 10.7.6 any Obligor who is an individual dies or ceases to have mental capacity; or
- 10.8 if it becomes unlawful or impossible for the Lender to make, maintain or fund the Loan as contemplated in this Loan Agreement, or any Security Document does not or is alleged not to constitute a legally valid and binding first ranking security (or as otherwise as specified in the Key Terms), or any obligation expressed as being assumed by you or any Obligor in any Finance Document ceases to be valid, legal and binding and enforceable against you or any applicable Obligor in accordance with its terms; or
- 10.9 without the prior written consent of the Lender:
- 10.9.1 control of any corporate Obligor directly or indirectly passes to any person or persons, acting either individually or in concert, who did not control you or the relevant Obligor at the date of this Loan Agreement ("control" having the meaning ascribed to it in relation to a body corporate by Section 995 of the Income Tax Act 2007); or
- 10.9.2 in respect of an Obligor which is a partnership, a change in composition the partnership occurs for any reason to which the Lender has not given its prior written consent; or
- 10.9.3 in respect of an Obligor which comprises one or more trustees, any trustee ceases to act as such or any new trustee is appointed to which the Lender has not given its prior written consent; or
- 10.10 any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened against you or your assets or against any Obligor or its assets which in the opinion of the Lender if adversely determined has or is reasonably likely to have a Material Adverse Effect; or
- 10.11 all or a material part of any Property is destroyed or materially damaged where, in the opinion of the Lender, any insurance proceeds will be insufficient to make good the destruction or damage, repair or restoration is likely to take longer than two years to be completed, or the level of Rental Income is likely to be materially adversely affected; or
- 10.12 any person takes any steps or threatens to take steps or circumstances arise where there is a danger of steps being taken to forfeit or otherwise terminate any lease under which any Property is held; or
- 10.13 in the opinion of the Lender, at any time after the date of this Loan Agreement there is a risk of material liability accruing to it under Environmental Law or because it has taken a Security Interest;
- 10.14 all or any substantial part of any Property is compulsorily purchased or is subject to an order for compulsory purchase; or
- 10.15 the occurrence of any Additional Event of Default specified in the **Special Terms**.

## 11 INCREASED COSTS

You shall, within three Business Days of a demand by the Lender, pay to the Lender the amount certified by the Lender as being necessary to compensate it for any reduction in the effective rate

of return to the Lender or any additional or increased cost to the Lender of funding, maintaining or making available the Loan (or any undrawn amount under this Loan Agreement); which, in the sole opinion of the Lender is incurred or suffered by the Lender as a result of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation (including, without limitation requirements being imposed by the Bank of England, any central bank or other regulatory authority in any applicable jurisdiction (whether or not having the force of the law) made after the date of this Loan Agreement.

## 12 STAMP TAXES

You shall pay and, within three Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to all stamp duty, stamp duty land tax, registration and other similar tax payable in respect of any Property or any Finance Document.

## 13 VAT

All amounts payable under a Finance Document by you to the Lender shall be deemed to be exclusive of any VAT, and, accordingly, if VAT is chargeable, you shall pay to the Lender (in addition to and at the same time as paying the relevant amount) an amount equal to the amount of the VAT.

## 14 COSTS

You shall pay, on demand and on a full indemnity basis, all costs and expenses (including stamp duty, VAT and any other relevant tax) which the Lender may from time to time incur in connection with the negotiation, preparation, execution and completion of the Finance Documents or the perfection, enforcement or preservation of the Lender's rights under the Finance Documents. Details of some of these costs are set out in the Key Terms under the heading "**Other Costs Associated with your Loan**". The figures stated are estimates and may vary depending on the particular circumstances. The Lender will provide you with details of any variations as soon as reasonably practicable. Certain other standards charges and fees may apply in relation to your Loan and the Lender will provide details of these on request.

## 15 CONFLICT

To the extent that there is conflict between the provisions of these Standard Terms and any provision contained in the Key Terms or the Special Terms, the Key Terms or the Special Terms, as the case may be, shall prevail, and these Standard Terms shall be deemed to be modified accordingly.

## 16 FEES

- 16.1 If specified in the Key Terms, you shall pay the Lender a non-refundable Arrangement Fee in the amount specified . You agree to pay the Lender half of this fee as soon as you sign the Loan Agreement (whether or not you borrow the Loan). In the event that you have not paid the remaining half of the Arrangement Fee in full before the first Drawdown Date, it must be paid by you to the Lender on the first Drawdown Date, and the Lender shall be entitled, at its discretion, to deduct the amount due from the amount it sends you on the first Drawdown Date. If the Loan is not drawn then the Arrangement Fee is payable on the date on which the Loan is cancelled

and/or the Availability Period expires. If specified in the Key Terms, the Lender acknowledges that it shall apply the Arrangement Fee, or the relevant part thereof, in payment to the broker named in the Key Terms of the Broker Introduction Fee on the first Drawdown Date.

- 16.2 You shall pay the Exit Fee (if any) specified in the Key Terms to the Lender on the last day of the Term, or if earlier on the date on which the Loan is repaid in full.
- 16.3 You shall pay to the Lender an Availability Fee in Sterling computed at the rate per annum specified in the Key Terms as a percentage of the undrawn amount of the Loan Facility to which an Extension Period applies for the duration of the Extension Period.
- 16.4 Unless specified otherwise in the Key Terms, the accrued Availability Fee is payable on each Payment Date falling in the applicable Extension Period, on the last day of the applicable Extension Period and, if you exercise your right to do so, on the cancelled amount of the Facility at the time the cancellation is effective.

## **17 SET-OFF**

The Lender may at any time, without giving you prior notice, use any amount standing to the credit of any account which you hold with the Lender (even if the balance on that account is not then due and payable to you for any reason) to pay off all or part of any amount then due and payable by you to the Lender under the Finance Documents (whether in respect of interest or principal or otherwise). If any of those amounts are in different currencies, the Lender may convert them at their market rate of exchange for the purpose of applying them in accordance with this Clause. The Lender will give you notice as soon as reasonably practicable after exercising its rights under this paragraph.

## **18 CALCULATIONS, ACCOUNTS AND CERTIFICATES**

- 18.1 The Lender will maintain accounts evidencing the amount you owe it in accordance with its usual practice and procedures. Entries in those accounts shall be conclusive in the absence of manifest error of the existence and amount of your obligations as recorded in them.
- 18.2 If the Lender issues any certificate, determination or notification of a rate or any amount payable under the Finance Documents, it shall contain reasonable details of the basis of determination and shall be conclusive evidence in the absence of manifest error of the matter to which it relates and shall be binding on you.

## **19 SEVERANCE**

- 19.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of any Finance Document under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.
- 19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**20 ASSIGNMENT**

You may not assign any of your rights or transfer any of your rights or obligations under the Finance Documents. The Lender may freely assign any of its rights or transfer any of its rights or obligations under the Finance Documents to any person.

**21 NOTICES**

- 21.1 All notices which are required to be given hereunder shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address of the recipient set out in this Loan Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this paragraph 21. Notices to the Lender shall be sent to the address and attention specified in the section headed "Notices to Metro Bank PLC" in the Key Terms.
- 21.2 Any communication made or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective when it has been delivered to the relevant address or three Business Days after being deposited in the post with the postage prepaid and in an envelope addressed to it at that address.
- 21.3 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with its name above (or any substitute department or officer as the Lender shall specify for this purpose).

**22 WAIVER**

Time shall be of the essence in respect of your obligations under or in respect of the Loan but no failure by the Lender to exercise, or delay by the Lender in exercising, any right or remedy under or in respect of the Finance Documents or any of them shall operate as a waiver of it, nor shall any single partial or defective exercise by the Lender of any such right or remedy preclude any other or further exercise of that or any other right or remedy.

**23 INDEMNITY**

- 23.1 Without prejudice to any other rights of the Lender under the Finance Documents, you shall indemnify the Lender against all costs, losses, claims and liabilities suffered or incurred by the Lender including (without limitation) any loss (including loss of margin) expense or liability sustained or incurred by the Lender in consequence of:
- 23.1.1 any Event of Default and/or Potential Event of Default; and/or
  - 23.1.2 you repaying the Loan or any part thereof otherwise than in sterling and as set out in paragraph 4.1 or 4.2; and/or
  - 23.1.3 it acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; and/or
  - 23.1.4 it funding, or making arrangements to fund, a borrowing of the Loan requested by you but not made by reason of the operation of any one or more of the provisions of this

Loan Agreement (other than by reason of wilful default or gross negligence by the Lender alone); and/or

- 23.1.5 any amount outstanding in respect of the Loan being paid or recovered in a currency other than that in which it is required to be paid.

## 24 PRE FUNDING

- 24.1 The Lender may, at its absolute discretion, and if agreed with you, agree to transfer to you or your solicitors all or part of the Loan to be advanced on the first Drawdown Date notwithstanding that the conditions to the availability of the Loan specified in paragraph 3 have not been satisfied (a "**Pre Funding Advance**"). Any such transfer shall not constitute a waiver of any of the conditions specified in paragraph 3 and the sums transferred shall, unless and until the Lender confirms that all of the requirements of paragraph 3 above have been satisfied, be repayable immediately upon demand by the Lender.

- 24.2 You agree that where a Pre Funding Advance has been made, you will:-

24.2.1 indemnify the Lender on demand against any cost, expense, loss or liability incurred by the Lender (including, without limit, interest, broken funding costs and transmission charges) as a result the Lender having made the Pre Funding Advance; and

24.2.2 pay to the Lender interest at the Interest Rate from the date on which the Pre Funding Advance is made, to the earlier of the date upon which the Lender confirms that the requirements of paragraph 3 in relation to the Loan have been satisfied (whereupon the Pre Funding Advance shall be deemed to have been repaid, and the Loan borrowed in an equal amount) and the date on which the Pre Funding Advance is repaid to the Lender, both dates inclusive.

## 25 PERSONAL DATA

- 25.1 The Lender is required to comply with the provisions of the Data Protection Act (1998) and [the General Data Protection Regulation](together with all instruments and regulations made thereunder, "**Data Protection Law**"). The terms: "**process**" (and its derivatives), "**data controller**", "**data subject**" and "**personal data**" shall have the meanings afforded to them as set out in the Data Protection Act 1998. All personal data received in connection with the provision of the Services to you, shall be "**Relevant Data**" for the purposes of this Agreement.

- 25.2 The Lender is registered as a Data Controller. It is permitted to process and disclose Relevant Data in connection with the provision of the Services in accordance with the provisions set out in the Metro Bank Privacy and Security Policy as set out on the Website ([www.metrobankonline.co.uk](http://www.metrobankonline.co.uk)), and in accordance with the information set out in the register maintained by the Information Commissioner.

## 26 CONFIDENTIALITY

- 26.1 The Lender may disclose to:

26.1.1 Any other Obligor or Specified Person;

26.1.2 any transferee/assignee or potential transferee/assignee;

- 26.1.3 any person with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to the Loan;
- 26.1.4 any of its officers, directors, employees, professional advisers, auditors, partners and representatives; and
- 26.1.5 any person to whom information is required or requested to be disclosed by any governmental, banking, taxation or other regulatory authority or similar body pursuant to any applicable law or regulation,

such confidential information relating to you, any Obligor or Specified Person or the Loan as the Lender may consider appropriate if any person to whom the confidential information is to be given is informed in writing of its confidential nature.

## **27 ENTIRE AGREEMENT**

### **27.1 The Finance Documents:**

- 27.1.1 constitute the entire agreement and understanding between the parties with respect to the subject matter of this Loan Agreement; and
- 27.1.2 (in relation to such subject matter) supersede all prior discussion, understandings and agreements between the parties and their agents and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).

27.2 Each of the Borrower and the Lender acknowledges that it is not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter hereof, save those expressly set out in this Loan Agreement or in the Finance Documents and that it shall have no rights or remedies with respect to such subject matter otherwise than under this Loan Agreement save to the extent that they arise out of the fraud, fraudulent misrepresentation or fraudulent concealment of any party.

## **28 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefits of this agreement.

## **29 LIABILITY**

- 29.1 If more than one person is named as the Borrower in the Key Terms, the liability of such persons shall be joint and several with the effect that the Lender can seek redress against any or all of such persons for the full amount of the indebtedness owing under or in connection with this Loan Agreement. A reference in this Loan Agreement to "you" or the "Borrower" shall be construed as a reference to any or all of such persons as the context requires.
- 29.2 if an Obligor is a partnership, all the partners at the date of this Loan Agreement, and any new partners shall be jointly and severally liable for all the obligations of that Obligor under the Finance Documents. If a partner ceases for any reason to be a partner, he or she shall continue to be jointly and severally liable until the Lender confirms by written notice that he or she is released from liability. You shall procure that any new partner will promptly on request enter into

an undertaking in such form as the Lender may require to be bound, jointly and severally with the other partners, by the terms of the applicable Finance Documents.

### **30 CONSTRUCTION**

References in this Loan Agreement:

- 30.1 to this Loan Agreement, contracts agreements or documents are to this Loan Agreement, those contracts agreements or documents as varied, amended, supplemented or novated from time to time;
- 30.2 to any person are to be construed to include references to that person's successors transferees and assigns whether direct or indirect; and
- 30.3 to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time and include any orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision.

### **31 LAW**

- 31.1 English law governs this Loan Agreement.
- 31.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any claim or issue arising out of or in connection with this Loan Agreement.

### **32 COMPLAINTS**

- 32.1 If you have a complaint, the Lender aims to resolve it as quickly as possible and to your satisfaction. You may complain in person in any of our stores or by telephoning us on 0345 08 08 500 (or +44 20 3402 8312 from overseas). Alternatively, if you would prefer to write to us, please address your letter to:

Craig Donaldson  
 Metro Bank PLC  
 One Southampton Row  
 London, WC1B 5HA.

- 32.2 The Lender will attempt to resolve your complaint immediately. If this is not possible, your complaint will be acknowledged within 5 Business Days of receipt. The Lender will aim to resolve your complaint at the earliest possible opportunity. If the Lender is unable to resolve your complaint within one week, the Lender will write and inform you that the investigation is not complete and the reason(s) for the delay. The Lender will do the same if the investigation has not completed within two weeks of receipt of your complaint. When the final decision has been reached, a final response letter will be issued to you. Upon receipt of this, or after eight weeks from the date of complaint in the unlikely event that it is still unresolved, you may be entitled to refer your complaint to the Financial Ombudsman Service, who will then liaise with us on your behalf. Please note, however, that the Financial Ombudsman Service will only consider your complaint if you qualify as an 'eligible complainant' under the rules which apply to the Service (as you normally will if you are a small business customer) and if you have already tried to resolve

your complaint with us first. You can contact the Financial Ombudsman Service by writing to them at:

Financial Ombudsman  
South Quay Plaza  
183 Marsh Wall  
London, E14 9SR;

or by calling them on 0845 08 01 800.

- 32.3 You can also contact us if you would like to discuss whether you are eligible to have your complaint dealt with under the Financial Ombudsman Service.
- 32.4 If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action.
- 32.5 A full copy of the Lender's complaints procedure leaflet is available from your local store upon request.