

LOAN NAME: Weymouth VAT Loan Contract
LOAN REF: v1.7 Weymouth VAT
PROPERTY NAME: DERA Site Bingleaves, Newtons Road, Weymouth
v1.7

Loan Contract

Parties

Borrower: Fortuneswell Investments No.3 Ltd (09836893) – c/o Proplend Ltd, 20-22 Wenlock Road, London N1 7GU (“**Borrower**”, “**you**”, “**your**”), entered into this Loan Contract with the following Lender on _____ 2017:

Lender: Cairn Special Opportunities Credit Master Fund Limited – c/o Proplend Ltd, 20-22 Wenlock Road, London N1 7GU (“**Lender**”).

Loan Amount	£1,328,520 (including the Amount of Interest)
Amount of Interest	£31,829.13
Term	75 days
Gross Rate of Interest	11.5%

This Loan Contract is subject to the terms of the Loan Conditions set out below. Capitalised terms used in this Loan Contract that are not otherwise defined where they appear shall have the meaning given to them in those Loan Conditions. Following your entry into this Loan Contract, the Loan Amount (net of any applicable fees or Interest Reserve) will be disbursed in accordance with the completion statement.

Repayment

The Borrower will ensure that the Loan Amount is repaid on or before the expiry of the Term. Proplend shall be entitled to withdraw the Amount of Interest from the Interest Reserve (as defined in the Loan Contracts relating to the Bridge Loan (in each case as defined in the Side Letter (as defined below))) in three instalments. The first two instalments will each comprise interest of £12,731.65 and the final instalment will comprise the remaining interest of £6,365.83. The first instalment will be withdrawn one month after the Loan Amount is advanced under this Loan Contract, the subsequent instalment will be withdrawn on the same date in the consecutive month and the final instalment will be withdrawn upon expiry of the term.

Entire Agreement

For the avoidance of doubt, this Loan Contract and the Side Letter (as defined below) constitutes the entire agreement between the parties in relation to the Loan Amount provided under this Loan Contract. This Loan Contract and the Side Letter supersedes any other agreement in relation to its subject matter, whether generated by Proplend under the Service or otherwise. In the event of any conflict between this Loan Contract and/or the Side Letter and any contract generated under the Service, the provisions of this Loan Contract and the Side Letter shall prevail.

Special Conditions

1. The parties acknowledge that:
 - 1.1 The Borrower must use all reasonable endeavours to recover VAT amounts paid in respect of the purchase price of the Property as soon as reasonably practicable and in any event before the expiry of the Term and shall immediately apply such amounts in prepayment of the Loan Amount.
 - 1.2 The Borrower must notify the Lender following a request from the Lender of steps taken to recover VAT amounts paid in respect of the purchase price of the Property.
 - 1.3 If the Borrower fails to pay on the due date any amount payable to the Lender pursuant to the Loan Contract, this shall constitute an Event of Default for the purposes of, and as defined in, Clause 4.2 of the Loan Conditions.
 - 1.4 The Borrower shall not (i) declare, make or pay any dividend, charge, fee or other distribution on or in respect of its share capital, (ii) repay or distribute any dividend or share premium reserve or (iii) make any payment on account of interest or in respect of principal in respect of any loan owing by it to any shareholder or any affiliate of any shareholder or itself.
 - 1.5 The Borrower must enter into and comply with its obligations under the side letter (the "**Side Letter**") relating to this Loan Contract entered into by the Borrower, the Lender, Proplend and Proplend Security Limited on or before the date of this Loan Contract.

The Loan Conditions

1. Introduction

1.1 When an Offer made in respect of a Loan Request is accepted via the Service under Clause 3.12(c) of the Proplend Members' Agreement of which these Loan Conditions form part (the "**Members' Agreement**"), a loan contract is created exclusively between the Lender and Borrower ("**Loan Contract**"), which is made up of:

- (a) these Loan Conditions;
- (b) the terms of the Loan Request;
- (c) the terms of the Offer (entered by the Lender via the Service Website),

and a summary is also produced of certain details from all such Loan Contracts entered into by the Borrower in relation to that Loan Request ("**Loan Summary**"), including the total amount borrowed by the Borrower under all such Loan Contracts ("**Total Loan Amount**"), the duration of the Loan Contracts ("**Term**"), the total amount repayable under the Loan Contracts including interest and fees ("**Total Amount Repayable**") and the total amount of each of the repayments due under each Loan Contract ("**Repayment**").

1.2 Capitalised terms used in these Loan Conditions that are not otherwise defined where they appear shall have the meaning given to them in Clause 13 of these Loan Conditions.

2. Loan Disbursement, Repayments and Interest Reserve

2.1 The parties acknowledge that in respect of each Loan Contract, Proplend will pay the corresponding Loan Amount into the Borrower's Nominated Bank Account (or as otherwise stipulated in the Loan Contract), less:

- (a) the amount of any fees owed by the Borrower under Clause 5 of these Loan Conditions;
- (b) the relevant Interest Reserve being held in the Proplend Customer Funds Account pending any claim by the Lender in relation to any missed Repayment; and
- (c) the amount required to discharge any existing indebtedness of the Borrower that the Loan Amount was intended to discharge (which amount shall be paid by Proplend to the relevant creditor or its legal representative).

2.2 The Borrower agrees to repay the Lender the Total Amount Repayable at the times and in the Repayments shown in the Loan Summary. Prompt payment is essential and time shall be of the essence. If the Borrower is late in paying a Repayment, the Lender will have the right to make demand upon and enforce the Loan Contract and interest will continue to accrue on any unpaid amount then due and payable at the agreed Rate of Interest in accordance with Clause 3 of these Loan Conditions until it is paid.

2.3 The Borrower's obligation to make Repayments to the Lender will be satisfied by making the Repayments to the Proplend Customer Funds Account.

2.4 All Repayments shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding, provided that, if the Borrower is required by law or regulation to make such deduction or withholding, it shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding;

(c) furnish to the relevant Lender, within the period for payment permitted by the relevant law, either:

(i) an official receipt of the relevant taxation authorities concerned on payments to them of amounts so deducted or withheld; or

(ii) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and

(d) pay to the Lender such additional amount as is necessary to ensure that the net full amount received by the Lender after the required deduction or withholding is equal to the amount that the Lender would have received had no such deduction or withholding been made.

2.5 Each Repayment paid by the Borrower will be pro-rated among all the Loan Contracts to which the Repayment relates and be used:

(a) first to pay any arrears on the Loan and any administration charges or other fees due under or in relation to the Loan Contract; and

(b) then to pay the current interest and principal due in respect of the Loan Amount.

If the Borrower makes an over-payment in respect of monthly interest due (rather than early repayment under Clause 4 of the Loan Conditions), for whatever reason, the amount overpaid will not be allocated against the outstanding loan principal but shall be credited to the Borrower's Proplend Account and the corresponding funds held in the Proplend Customer Funds Account in accordance with Clause 7 of the Members' Agreement until earlier of (a) the date on which it is withdrawn by the Borrower or (b) the final Repayment date, when any such remaining overpayment amount shall be credited against the balance then outstanding.

2.6 If the Borrower misses a payment or only partially pays any amount due under the Loan Contract, the Lender authorises Proplend or the Collections Agency, acting on the Lender's behalf, to contact the Borrower to take steps to procure the payment of an amount equivalent to the outstanding

amount and any additional fees and charges due under or in relation to the relevant Loan Contract and:

- (a) the Lender concerned will automatically make a claim against the Interest Reserve for the amount of the interest component of any missed Repayment(s); and
 - (b) Proplend may make a payment from the Interest Reserve to the Lender in respect of the interest component of the missed Repayment(s),
- in accordance with the Priority.

2.7 In the event of the occurrence of any Event of Default under Clause 4.2 of these Loan Conditions, PSL shall enforce all or any of the Security Documents for the benefit of the Lender in accordance with the provisions of Clause 5.6 of the Members' Agreement.

2.8 The Lender acknowledges that it is possible that the proceeds (if any) recovered as a result of any recovery and enforcement activity specified in Clause 2.7 may not be sufficient to discharge all the relevant Borrower's obligations under the Loan Contract. In that case, the Lender will only be entitled to recover a share of any recovery proceeds, subject to deduction of the costs of recovery, according to the proportion that the Loan Amount (as defined in each Loan Contract) represented to the Total Loan Amount borrowed by that Borrower in the Tranche to which the Loan Contract relates.

2.9 In the event that the Lender successfully makes a claim for payment out of the Interest Reserve (other than under Clause 2.10 of these Loan Conditions), the Borrower shall immediately on demand pay into the Interest Reserve an amount equal to the amount paid to each Lender in respect of that claim, so that the amount of the Interest Reserve remains equal to six Repayments or two quarterly Repayments (as the case may be) due under each Loan Contract.

2.10 Provided that the Loan Contracts are not the subject of any breach, in the event that only three monthly Repayments or one quarterly Repayment remain to be made under each Loan Contract (as the case may be), and there are no Arrears owing or other costs and fees owing thereunder, Proplend will distribute to the Lender the Lender's pro rata share of half the Interest Reserve as each remaining Repayment falls due and apply the balance of the Interest Reserve to repayment of the principal at the end of the Term. In the event that the principal is not repaid on the date of the expiry of the Term, the Interest Reserve will be distributed in payment of interest accrued on the Lender's unpaid principal (and any remaining amount of Interest Reserve at the date of repayment of the principal will be applied to repayment of the principal at that time).

3. Interest

The Borrower agrees to pay the Lender interest on the Loan at the agreed Rate of Interest. If an Event of Default occurs (as described in clause 4 of these Loan Conditions), the interest payable by the Borrower on the Loan shall automatically increase to 120% of the agreed Rate of Interest from the date on which the Event of Default occurs until the date on which all outstanding amounts under the Loan Contract are paid. Interest on the Loan shall be calculated from the date on which the Loan Contract is created under Clause 1 of these Loan Conditions at the outset for the whole period of the

Loan and be stated in the Loan Summary. Interest shall be paid in accordance with the Repayments, as specified in the Loan Summary.

4. Early Repayment and Termination

4.1 Should the Borrower wish to repay a Loan early, it may do so in whole or in part by following the instructions in its Proplend Account. On an early repayment, interest on the amount repaid early will be charged to the date on which the early repayment is made, subject to any early repayment charge specified in the Loan Summary ("**Early Repayment Charge**"). Any partial early repayment under this Clause 4.1 or any repayment required on the sale of Property under Clause 4.8 of the Members' Agreement shall be distributed according to the Priority, and when allocated to each relevant Tranche the relevant amount of the early repayment (and the Early Repayment Charge) shall be apportioned according to the proportion that the Loan Amount (as defined in each relevant Loan Contract) represents to the Total Loan Amount borrowed by that Borrower in the Tranche to which the Loan Contract(s) relate(s).

4.2 Without prejudice to the rights in Clause 2.2, the Lender may terminate the Loan Contract and demand repayment of the full Loan Amount together with all any other amounts due pursuant to the Loan Contract in relation thereto including, without limitation, interest, costs and expenses if any one or more of the following events occur (each, an "**Event of Default**"):

- (a) two or more consecutive Repayments are in Arrears; or
- (b) five or more Repayments are in Arrears; or
- (c) the Borrower has provided false information which affected the decision to allow the Borrower to borrow via the Service or to register for the Service; or
- (d) the Borrower has breached any provision of the Loan Contract or the Members' Agreement not otherwise specified in this Clause 4.2 and failed to remedy that breach within 14 days of receiving a written notice to do so; or
- (e) if the LTV exceeds the LTV Limit at any time during the Loan Term; or
- (f) if the Interest Cover falls below the Interest Cover Limit (if any) on any date on which a Repayment is due and payable; or
- (g) the Borrower has breached the terms of any Security Document between the Borrower and Proplend Security Limited and has failed to remedy that breach within 7 days of receiving a written notice to do so; or
- (h) the Members' Agreement is terminated for any reason under Clause 13 of the Members' Agreement; or
- (i) a petition is presented, or an order made or an effective resolution passed for the winding up or dissolution or for the appointment of a liquidator of the Borrower; or

(j) the Borrower ceases to pay its debts or is unable to pay its debts as they fall due or is deemed unable or admits its inability to do so or makes a general assignment for the benefit of or a composition with its creditors; or

(k) the Borrower ceases to carry on its business in whole or in part; or

(l) notice is given of an intention to appoint an administrator, a petition is filed or a competent court makes an order for the appointment of an administrator in relation to the Borrower; or

(m) an encumbrancer takes possession or steps are taken for the appointment of an administrator or receiver or administrative receiver or manager or sequestrator over the whole or any substantial part of the undertaking or assets of the Borrower; or

(n) any person who has provided a guarantee for the Loan or any part of a Loan disputes or threatens to dispute the enforceability of that guarantee or Proplend believes that a guarantee given by the Borrower to Proplend Security Limited has become unenforceable, and in either case, a replacement guarantee has not been provided to the satisfaction of Proplend Security Limited within 7 days of its request to do so; or

(o) the Borrower or any person who has provided a guarantee for the Loan or any part of the Loan, being an individual, makes a voluntary arrangement with anyone that they owe money to, dies, becomes bankrupt or is legally declared by a court or relevant authority to have become non compos mentis; or

(p) if any corporate body which has provided a guarantee for the Loan or any part of the Loan makes a voluntary arrangement with anyone that it owes money or any of the Events of Default detailed above occur in relation to it; or

(q) a merger, share exchange or similar transaction occurs in which the holder(s) of a majority of the shares, rights or interests in the Borrower (in the case of any type of partnership) or of the outstanding equity securities of the Borrower or the Borrower's ultimate direct or indirect parent corporation or holding company immediately prior to such transaction hold less than a majority of the outstanding equity securities of the surviving or successor corporation immediately following the closing of such transaction; or

(r) the Borrower sells, assigns or transfers all or substantially all of its assets or those of its ultimate direct or indirect parent corporation or holding company; or

(s) any procedure or action, matter or thing analogous to all or any Event of Default above occurs in relation to the Borrower or any guarantor of the Loan or part of the Loan in any other jurisdiction.

5. Fees and Missed Payments

5.1 The Borrower shall pay to Proplend the Arrangement Fee, which will be deducted from the Loan Amount before it is transferred from the Proplend Customer Funds Account.

5.2 If the Borrower misses a Repayment or only partially pays a Repayment, the Lender authorises Proplend or the Collections Agency acting on the Lender's behalf to contact the Borrower to attempt to collect an amount equivalent to the outstanding Repayment and any additional fees and charges due under or in relation to these Loan Conditions.

5.3 The Borrower will be notified in advance via the Borrower's Proplend Account of the nature or amount of the other fees or charges that may be charged by Proplend or the Collections Agency and added to the balance outstanding, which will also include all litigation, enforcement and recovery costs and expenses, on a full indemnity basis, including (but not limited to) legal fees and expenses, to cover litigation or enforcement of any Loan Contract to recover any outstanding arrears of principal or interest thereof or of any costs or expenses.

5.4 The Borrower will be notified in advance via the Borrower's Proplend Account if the nature or amount of any of the charges specified in Clauses 5.3 changes.

5.5 Each party is responsible for any telecommunications charges, subscriptions or other charges payable for the time spent accessing www.proplend.com via the Internet or any wireless or other relevant network.

6. Novation

6.1 The Lender may freely novate the Loan Contract and all related rights under the Members' Agreement and any Security Document(s) to any other Member in accordance with Clause 5.8 of the Members' Agreement. The parties acknowledge that the Borrower has agreed in advance to any such novation pursuant to the Members' Agreement.

6.2 The Borrower's rights and obligations under a Loan Contract that has been novated shall not be adversely affected in any way whatsoever.

6.3 Other than as agreed under the Members' Agreement, a Borrower shall not be entitled to novate, assign or transfer any Loan Contract or any of its rights, title, interest or obligations under any Loan Contract.

7. Loan Account Information

7.1 Each party can access the details related to that party's own Loan Contract(s) in that party's own Proplend Account.

7.2 The records kept by Proplend in the Service and the Service Website shall be conclusive of the facts and matters they purport to record except where there is an obvious mistake.

8. Law applicable to the conclusion of a distance contract

The laws of the England and Wales are the basis for the establishment of relations with you prior to the conclusion of the Loan Contract.

9. Law applicable to the Loan Contract

The Loan Contract is governed by and shall be construed in accordance with English law; and the parties submit to the exclusive jurisdiction of the English courts.

10. Language of this document, the Loan Contract and Communications

The Loan Contract and all related documentation are in the English language; and the parties undertake to communicate in English during the duration of the Loan Contract.

11. Notices

11.1 Any communication in writing under these Loan Conditions may be given by post to the last known postal address held by Proplend, or by one party to the other via Proplend, or (where allowed by Applicable Law) by posting information to the intended recipient's Proplend Account or on the Service Website, in which case the information will be treated as received when it is so posted.

11.2 Communications sent:

(a) by post will be treated as received by you three Business Days after posting; and

(b) by email they will be treated as received immediately upon sending, so long as the sender does not receive notice of non-transmission or non-receipt.

12. General

12.1 If any part of the Loan Contract that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of the Loan Contract.

12.2 Any waiver by either party of a breach of any provision of the Loan Contract shall not be considered to be a waiver of any subsequent breach of the same, or any other, provision.

13. Definitions

In these Loan Conditions the following capitalized words shall have the following meanings:

"Arrangement Fee" means the fee payable by the Borrower under Clause 8.1 of the Members' Agreement (and Clause 5.1 of these Loan Conditions);

"Arrears" – means a Repayment is overdue by more than 7 Business Days;

"Borrower" means the entity identified as the Borrower in the Loan Contract;

"Collections Agency" means such collections agency as is nominated by Proplend and whose details have been provided to the Lender and the Borrower;

“Interest Cover” means as at each Repayment Date, the gross rental income payable to the Borrower under the lease(s) over the Property, divided by the total gross interest payable under all the Borrower’s Loan Contracts in respect of the Total Loan Amount, for the period commencing on the date of such Loan Contracts up to the Repayment Date.

“Interest Cover Limit” means the number specified in the Loan Summary, which equates to the minimum Interest Cover permissible at any time during the Term.

“Interest Reserve” means the equivalent of six (6) monthly Repayments or two (2) quarterly Repayments due under the Loan Contract, as the case may be, to be held by Proplend in the Proplend Customer Funds Account pending any claim under Clause 2.6 of these Loan Conditions, provided that in the case of ‘bridging’ Loans, the full amount of interest due under the Loan Contract may be retained in the Interest Reserve;

“Lender” means the person identified as the Lender in the Loan Contract (including, in the event of novation, the person identified as the Lender in the new Loan Contract arising from the novation);

“Loan Request” means a request to borrow money via the Service according to the form and processes specified in the Borrower’s Proplend Account and in accordance with the terms of the Members Agreement;

“LTV” means the proportion (expressed as a percentage) which the Total Loan Amount bears to the market valuation of the Property, such market value being determined by the most recent Valuation in respect of that Property;

“LTV Limit” means the percentage specified in the Loan Summary, which equates to the maximum LTV permissible at any time during the Term;

“Nominated Bank Account” means a bank or building society account based in the UK and opened in the name of the Lender or the Borrower, as the case may be;

“Offer” means an offer to lend money via the Service in response to the Borrower’s Loan Request;

“Priority” has the meaning given to it in Clause 4.7 of the Members’ Agreement;

“Property” has the meaning given in Clause 3.3 of the Members’ Agreement;

“Proplend” means Proplend Ltd, a company incorporated and registered in England and Wales with company number 08315922 and whose registered office is at 20-22 Wenlock Road, London N1 7GU;

“Proplend Account” (also referred to on the Service as a “Dashboard”) means a data account in the name of the Lender or the Borrower, as the case may be, in Proplend’s systems;

“Proplend Customer Funds Account” has the meaning given to it under Clause 4.1 of the Members’ Agreement;

“Proplend Security Limited” means the company incorporated and registered in England and Wales with company number 8620117 and whose registered office is at 20-22 Wenlock Road, London N1 7GU;

“Repayment Date” has the meaning given to it in the Loan Summary (and each Loan Contract covered by that Loan Summary);

“Security Document” has the meaning given to it in Clause 1.1 of the Members’ Agreement;

“Service” means the service, details of which are set out in the Members’ Agreement;

“Service Website” means a website maintained by Proplend and accessible via <http://www.proplend.com>;

“Valuation” has the meaning given in Clause 3.7 of the Members’ Agreement;

“Valuer” has the meaning given in Clause 3.8 of the Members’ Agreement.

SIGNATURES

THE BORROWER

Signed by)
for and on behalf of)
FORTUNESWELL INVESTMENTS NO.3)
NO.3 LTD) Duly Authorised Signatory

THE LENDER

Signed by)
for and on behalf of)
CAIRN SPECIAL OPPORTUNITIES)
CREDIT MASTER FUND LIMITED) Duly Authorised Signatory