

## DEED OF ASSIGNMENT OF LOAN

This Deed relates to a Secondary Market Transaction via the BridgeCrowd and supersedes the User Agreement or any other contract written or oral between the **Assignor** and the **BridgeCrowd investor**

### Schedule

<b>BridgeCrowd Lender and Assignor</b>	Social Money Ltd
<b>Loan Start Date</b>	Date
<b>Gross Loan Amount:</b>	Gross Loan amount
<b>Borrower:</b>	Mr and Mrs
<b>Legal Charge Security:</b>	Security address
<b>Net Interest Rate to be received by the Investor:</b>	% per month
<b>Net Default Interest Rate to be received by the Investor:</b>	% default interest rate per month
<b>Loan Term:</b>	Loan Term
<b>Extension Provision:</b>	The Borrower may be offered a loan extension at the end of the loan term, subject to the sole discretion of the Assignor
<b>Interest Payments</b>	i) Monthly for months 1-12  ii) on Full Repayment of loan from months 12 and thereafter

Investor	Investment Amount / Assignment Amount
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**Parties:**

1) Social Money Ltd t/a **theBridgeCrowd**, the Principal Lender with an Financial Conduct Authority (reg no.675283) whose registered address 31 Wilmslow Road, Cheadle, SK8 1DR and company number 08054296 ("**Assignor**");

(2) Investor named in the schedule above ("**BridgeCrowd Investor**").

**Background:**

(A) The Assignor is the Principal lender under a sterling facility agreement with the Borrower, which is secured against the Security.

(B) The Assignor has agreed to assign its beneficial right and interest in the Assigned Debt to the BridgeCrowd Investor on the terms and conditions set out below in consideration for the investment amount received by the BridgeCrowd Investor

**Standard Terms of Assignment:**

**Assigned Debt:** a principal amount of the Loan equal to the Investment Amount together with all interest and other sums payable or owing by the Borrower in connection with such amount as assigned under the terms of this agreement.

**BridgeCrowd Investor Interest:** the Net Interest Rate to be received by the Investor (is the interest rate payable by the Borrower under the Loan less the Assignor's interest spread or fees).

**BridgeCrowd Default Investor Interest:** the Net Default Interest to be received by the Investor (is the Default interest rate payable by the Borrower under the Loan less the Assignor's interest spread or fees) will be instead of the Investor Interest rate, and not in addition to the investor Interest rate for the period of the Loan that Assignor states and agrees is the Default Period and subject to the terms of this agreement.

**Borrower:** the borrower under the original Loan advanced by the Assignor.

**Business Day:** a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.

**Charge:** the charge over the Security property, which secures the Assignor to the Borrower.

**Default Event:** breach of a payment or other obligation of the Borrower under the Loan Agreement

**Loan:** the loan which was advanced by the Assignor for the Gross Loan Amount and which is secured by a charge against the Property.

**Investment Amount:** An amount invested in by the BridgeCrowd Investor and assigned by the Assignor

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

1.3 A reference to **this deed** (or any provision of it) or any other document shall be construed as a reference to this deed, that provision or that document as it is in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms, or with the agreement of the relevant parties.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this

deed. Any reference to this deed includes the Schedules.

1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.8 A reference to any party shall include that party's personal representatives, successors, permitted transferees and permitted assigns.

1.9 A reference to writing or written includes faxes but not e-mail.

1.10 References to clauses and Schedules are to the clauses and Schedules of this deed.

1.11 Any phrase introduced by the terms **including, include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. Assignment**

2.1 Subject to the terms of this deed, the Assignor assigns to the BridgeCrowd Investor all the Assignor's beneficial interest in the interest under the Loan in the amount of the BridgeCrowd Investor Interest and to the Investment Amount with effect from the date in which this deed is entered into, or when the Investment Amount is received by the Assignor in cleared funds, whichever date is the latter (the "Assignment Date").

2.2 The Assignor may, at their sole discretion, extend the Loan Agreement with the Borrower.

2.4 The Assignor may, at their sole discretion, advance further funds to the Borrower under the terms of the Loan Agreement or Extension Agreement. All funds advanced to the Borrower under the Loan Agreement or Extension Agreement and secured by the charge shall rank in accordance with the investment amount under the terms of this agreement.

2.3 The BridgeCrowd Investor:

- (a) accepts the assignment referred to in clause 2.1;
- (b) agrees to pay the Assignment Amount in full to effect the Assignment Date; and
- (c) agrees to the terms of the User Agreement on the BridgeCrowd website.

2.4 The Investment Amount shall be paid to the account nominated by the BridgeCrowd or such other account as directed by BridgeCrowd, and such funds will be provided to the Assignor.

## **3. Payment of Principal and Interest**

3.1 The Assignor shall pay to the BridgeCrowd Investor on a paid when paid basis:

(a) the Investment Amount within 3 Business Days of receipt from the Borrower upon the Borrower repaying the Loan;

(b) Interest received from the Borrower in relation to the Loan, at the interest rate set in the schedule in proportion of the investment amount net of Assignor interest spread or fees, redemption, collection, legal and other fees incurred by the Assignor in relation to redeeming the loan on the first business day after each month end (pro rata for the first and last months); such payments to be made to an account nominated by the BridgeCrowd Investor.

(c) Rolled Interest received from the Borrower in relation to the Loan, at the interest rate set in the schedule in proportion of the investment amount net of Assignor interest spread or fees, redemption, collection, legal and other fees incurred by the Assignor in relation to redeeming the

loan on the first business day after each month end (pro rata for the first and last months); such payments to be made to an account nominated by the BridgeCrowd Investor.

(d) Subject to Clauses 4 below, Default interest in relation to the Loan at the default rate set in the schedule in proportion of the investment amount net of Assignor interest spread or fees, redemption, collection, legal and other fees incurred by the Assignor in relation to redeeming the loan on the first business day after each month end (pro rata for the first and last months); such payments to be made to an account nominated by the BridgeCrowd Investor. For the avoidance of doubt, the Net Default Interest to be received by the Investor will be instead of the standard Investor Interest rate, and not in addition to the standard investor Interest, for the period of the Loan that Assignor states and agrees is the Default Period and subject to the terms of this agreement.

#### **4. Enforcement and Default**

4.1 The BridgeCrowd Investor acknowledges that the assignment comprised in this deed is an equitable assignment and agrees not to contact or otherwise approach the Borrower in relation to the Assigned Debt or otherwise.

4.2 In the event of a Default Event or Enforcement, the Assignor shall at its discretion be responsible for collection and enforcement in relation to the Assigned Debt for which purpose the BridgeCrowd Investor agrees to join in any action proposed by the Assignor if required (including for the avoidance of doubt discharge of any Sub Charge) and irrevocably appoints the Assignor as its attorney to take all action and sign all such deeds and documents as the Assignor shall determine to be necessary in connection with such enforcement and/or discharge and undertakes to ratify and confirm whatever the attorney does or purports to do in good faith in the exercise of the power conferred by this deed.

4.3 The Assignor shall not be liable to the BridgeCrowd Investor for:

(a) the legality, validity, effectiveness, adequacy or suitability of the Loan or the Charge or the Security or the Borrower or the Identity of the Borrower unless directly caused by gross negligence or willful misconduct on behalf of the Assignor.

(b) any losses to the BridgeCrowd Investor arising as a result of taking or refraining from taking any action or the advancement of further funds or extension of the loan in relation to the Loan or the Charge or otherwise, unless directly caused by its gross negligence or willful misconduct;

(c) exercise of, or the failure to exercise, any judgment, discretion or power given to it by or in connection with the Loan or the Charge; or

(d) any shortfall of interest or capital which arises on the enforcement or realisation of the Charge.

(e) any shortfall of interest or capital that is a result of fraud or negligence perpetrated by any connected party to the loan and or from any provider of information supplied to the assignor including but not limited to the borrower and or actual recipient of the funds, the Assignor's solicitor or the borrower's solicitor, the broker, the surveyor, the accountant, insolvency practitioner or credit reference agencies, the Council or the Land Registry.

(f) any shortfall of interest or capital that is a result of identify fraud and or title fraud and that is not covered by the Assignor's insurance and or indemnity policy.

4.4 In an event of Default or Enforcement, proceeds received or recovered by the Assignor pursuant to the terms of the Loan or the Charge shall be applied to the BridgeCrowd Investor at any time as the Assignor (in its discretion) sees fit, to the extent permitted by applicable law in the following order of priority:

1. Payment of all costs and expenses and fees properly incurred by or on behalf of the

- Assignor, including but not limited to Assignor interest spread, Assignor fees, redemption costs, collection and recovery costs, legal and other fees incurred by the Assignor in relation to redeeming the loan
2. Payment of Capital or Principal invested by the BridgeCrowd investor net of interest paid to date.
  3. Standard Interest in proportion to the investment amount at the standard rate.
  4. Default Interest in proportion to the investment amount at the default rate.

## **5. Investigation and reliance**

5.1 The BridgeCrowd Investor agrees that it has made its own independent analysis and decision to enter into the assignment referred to in this deed, based on such information, as it has deemed appropriate under the circumstances, and without reliance on the Assignor except as provided in this deed.

5.2 On the date of this deed the Assignor warrants to the BridgeCrowd Investor that:

- (a) it is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation or person;
- (b) it has the power to own and is the legal and beneficial owner of (i) the Loan; and (ii) the Charge; and to carry on business as it is being conducted.
- (c) It holds all requisite licenses and permissions to lend money.

5.3 The Assignor does not make, and the BridgeCrowd Investor does not rely upon, any representation, warranty or condition (express or implied) about, and the Assignor shall have no liability or responsibility to the BridgeCrowd Investor for any non-performance by the Borrower or recipient of the loan money of its obligations under the Loan; or the financial condition, creditworthiness, status or nature of the Borrower or recipient of the loan money or non performance or negligence on behalf of the solicitors acting for the BridgeCrowd or non performance or negligence on behalf of the solicitors of the Borrower or recipient of the loan money unless directly caused by gross negligence or willful misconduct on behalf of the Assignor.

## **6. Assignor right to buy back**

At any time after the expiry of 30 days after the Assignment Date, the Assignor may elect to purchase the Investment Amount back from the BridgeCrowd Investor. This election shall be made by giving the BridgeCrowd Investor notice of 5 working days, and upon paying to the BridgeCrowd Investor the Assigned Debt amount in full and interest accrued. Upon paying the Assigned Debt to the BridgeCrowd Investor, the BridgeCrowd Investor shall have no further interest in the Loan, and the assignment shall be deemed to be at any end, with no further amounts owing to the BridgeCrowd Investor.

## **7. Costs and expenses**

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, execution, registration and performance of this deed (and any documents referred to in it).

## **8. Further Assurance**

Each party shall do, or procure the doing of, all acts and things and execute, or procure the execution of, all documents as may reasonably be required to give full effect to this deed.

## **9. Assignment**

The BridgeCrowd Investor shall not assign its rights under this deed.

## **10. Third Party Rights**

A person who is not a party to this deed (other than a permitted successor or assign) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.

**11. Governing law and jurisdiction**

11.1 This deed 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 Wales.

11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Signed on Behalf of the BridgeCrowd Assignor**

**Company Name:** Social Money Ltd

**Name** Louis Alexander, MD

**Date** Date

**Signed**