DRAFT MORTGAGE DEED
FOR A
BRIDGING LOAN

Date: Account No: 09/02/2024

PARTIES:

The Lender: Rachel Goldman as Trustee of The Goldman SSAS c/o 4 Queen Street Bath BA1 1HE

The Borrower: Chaseoak Commercial Ltd (Company registration number 14496109) of Marine Building 1 Queen Anne Place Plymouth PL4 0FB

The Guarantor: Karim Ladhu of 47 Elm Tree Road Locking Weston-Super-Mare BS24 8EJ

THE PROPERTY:

Land At Rock House Gurney Slade Radstock Somerset BA3 4TQ being that part of the land in title number WS9570 which is shown edged red on the attached plan

TERM: 6 Months

THE MORTGAGE ADVANCE: £130,000.00p
STANDARD RATE OF INTEREST: 2.75% PER MONTH.
REDUCED RATE OF INTEREST: 1.75% PER MONTH.
STANDARD RATE MONTHLY PAYMENTS OF INTEREST: £3,575.00p.
REDUCED RATE MONTHLY PAYMENTS OF INTEREST: £2,275.00p.

NUMBER OF MONTHLY PAYMENTS TO BE MADE: 6.

THE LOAN REPAYMENT DAY shall be 6 months from the date hereof.

1. The Borrower and Guarantor (if any) will pay the loan interest by the Standard Rate Monthly Payments of Interest specified above on the basis set out in the Offer Letter relating to this transaction.

2. If the Borrower shall pay the instalments due from time to time within seven days of their falling due for payment and there are no arrears of interest outstanding then the Lender shall accept the Reduced Rate Monthly Payments of Interest.

3. Where, after the Loan Repayment Day has passed the Borrower fails to discharge the balance due to the Lender, then the Lender shall charge interest at the Standard Rate of Interest until redemption.

4. The Mortgage is subject to the terms and conditions overleaf. All interest is charged on a compound basis with quarterly rests. The Lender reserves the right to increase the rate of interest, charged from time to time, in line with but not exceeding any increase in the Bank of England Base Rate.

5. The Borrower and the Guarantor acknowledge receipt of the mortgage advance and HEREBY CHARGE with full title guarantee the Property by way of first Legal Mortgage to the Lender with payment of all monies payable to the Lender by the Borrower hereunder or which at any time become due to the Lender on any account or howsoever arising.

6. Where the Property comprises registered land the Borrower hereby applies to the Chief Land Registrar to enter on the Register a restriction that (except under an order of the Registrar) no disposition by the registered proprietor of the Property shall be registered without the consent of the Lender or other registered proprietor for the time being of this Mortgage.

7. The terms of any offer of advance relative to this transaction shall be deemed incorporated therein.

8. In the event of further lending, the Guarantor acknowledges and agrees that his rights and those of any subsequent lenders shall be postponed and made subject to the rights of the Lender under this Mortgage or the successor in title or assignee of such rights.

9. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent

of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

SIGNED AS A DEED FOR AND ON BEHALF OF THE BORROWER AND BY THE GUARANTOR IN THE PRESENCE OF A WITNESS (Solicitor):-

Executed as a Deed by **the Borrower**
Acting by **Karim Ladhu as Director**
In the presence of:

K LADHU ....
Karim Ladhu

Signature of witness: ....C Beeby....................

Name (in BLOCK CAPITALS):....RACHEL AMY BEEBY....
Address..
....

Loxley
Langford Mill
Kingswood
Wotton-under-Edge
GL12 8RL

Signed as a Deed by the said **Karim Ladhu as Guarantor**
In the presence of:

K LADHU ....
Karim Ladhu

Signature of witness: ....C Beeby....................

Name (in BLOCK CAPITALS): ....RACHEL AMY BEEBY....
Address: ....
....

Loxley
Langford Mill
Kingswood
Wotton-under-Edge
GL12 8RL

THE LENDER'S RIGHTS AND REMEDIES

(1) For the purpose of the Law of Property Act 1925 the mortgage money secured by the Mortgage shall become due on the first Payment Day after the date of the Mortgage.

(2) The statutory power of sale applies to the Mortgage free from the restrictions imposed by Section 103 of the Law of Property Act 1925.

(3) Section 109 of the Law of Property Act 1925 (relating to the appointment etc. of receivers) applies to the Mortgage as if the words "not exceeding 5% on the gross amount of all money received" were omitted from sub-section (6) and as if sub-section (8)(iv) read "in payment of the moneys (whether for interest or otherwise) in arrear or accruing due under the Mortgage."

(4) At any time after an event of default under clause 2 above the Lender may without any notice to or concurrence of the Borrower or Guarantor:-

(a) take possession of the Property;
(b) exercise her power to appoint a receiver (who may be an officer or employee of the Lender) provided always that the Borrower shall indemnify the Lender on a full indemnity basis in respect of any monies expended by the Lender in connection with the appointment of a receiver and / or the performance by the receiver of the function for which he / she was appointed;
(c) grant any lease or tenancy of the Property at such rent (with or without payment of a premium) and for such period and generally on such terms as the Lender may in her absolute discretion think fit;
(d) accept surrenders of leases or tenancies affecting the Property on such terms as the Lender in her absolute discretion think;
(e) exercise all the statutory powers conferred on mortgages by the Law of Property Act 1925 with all the statutory incidents of such powers.

(5) The Borrower or Guarantor shall not acquire any superior interest or extended lease without the prior written consent of the Lender.

(6) Interest at the Standard Rate of Interest shall accrue due and be payable by the Borrower and Co Borrower upon any monies in arrear or upon any disbursements debited to the mortgage accounts pursuant to clause 4 hereof.

(7) On any sale of the Property by the Lender or any receiver appointed by if the Lender may deduct from the sale proceeds:

(i) the balance of the principal and interest accrued due;
(ii) any costs and expenses pursuant to clause 4 hereof;
(iii) interest as provided herein; and
(iv) all costs and expenses of sale.

(8) Upon taking possession of the Property the Lender may sell any chattels remaining upon the Property which the Borrower or Guarantor or Guarantor has failed to remove after 14 days and credit the proceeds to the mortgage account.

(9) The Lender shall not be liable to the Borrower or Guarantor for any damage caused to the Property as a result of taking possession whether or not the Borrower or Guarantor is subsequently allowed back into possession.

(10) The Borrower agrees to keep the Property insured against all usual risks including but not limited to Fire, Explosion, Flood and Tempest with an Insurance Company acceptable to the Lender for a sum of not less than the re-instatement cost specified in the property valuation report carried out on behalf of the Lender. In default the Borrower agrees and hereby authorises the Lender to insure the Property in a manner satisfactory to the Lender at the Borrower's cost such costs being payable forthwith on demand and shall be added to the debt due by the Borrower to the Lender and bearing interest at the Standard Rate of Interest until payment.

(11) Any life policy endowment or other mortgageable policy of insurance the benefit of which shall be identified by the Lender as being vested in the Borrower or Guarantor shall be deemed charged hereby to the Lender. The Borrower and the Guarantor hereby appoint the Lender as their Attorney to carry out all acts and to sign or execute all documents as Landlord relating to any tenancy created by the Borrower with the Lender's prior consent provided that the Lender shall only exercise the Power of Attorney in the event of breach by the Borrower of any of the conditions or Borrower's obligations hereunder.

SIGNED ....
Karim Ladhu on behalf of the Borrower

DATED ....

SIGNED...
Karim Ladhu as Guarantor

DATED.........................

ALL PERSONS TO WHOM THIS DEED APPLIES MUST SIGN ABOVE

1. **THE GUARANTOR'S POWER TO LEASE**

Powers of leasing, granting tenancies, accepting surrenders of lease or granting licences to occupy will not be exercisable by the Guarantor without the previous consent in writing of the Lender.

2. **DEFAULT**

Default shall occur (a) when any capital, interest, administration fees, costs, expenses and any other liability arising under this Mortgage Deed or any other document ancillary to the loan secured by this Mortgage Deed is not paid by its due date, (b) in the event of repayment not taking place on the Loan Repayment Day, (c) in the event that the Property becomes a House in Multiple Occupancy (within the definition ascribed by the Housing Act 2004), (d) in the event of the Borrower intending for either the Borrower or a related person (within the definition ascribed by the Financial Services and Markets Act 2000) to use at least 40% of the Property as or in connection with a dwelling, (e) in the event of the death or bankruptcy of the Borrower, (f) the failure of the Borrower to discharge any monies owing to any contractor, sub-contractor or third party or in the event of a cessation of the development works for which the loan or part of it were advanced. In the event of default, in addition to the Lender's rights and remedies set out below the Borrower shall pay interest from the date due until actual payment in full at the Standard Rate of Interest. The Standard Rate of Interest will be charged on all overdue bridging accounts on a monthly basis with monthly rests, commencing one month in arrears, after the bridging loan term ends.

3. **EARLY SETTLEMENT & REPAYMENT OF THE LOAN**

The minimum chargeable term will be 1 month. In the event that the Borrower or Guarantor wishes to redeem before the end of 2 months, no rebate of interest paid in advance shall be due to the Borrower or Guarantor. A sum equal to 2 months' interest at the Standard Rate of Interest will be charged on redemption or partial redemption of the loan at any time, on the greater of the mortgage advance or the balance outstanding, save that in the event that the loan is repaid on or before the Loan Repayment Day, and the loan has not gone into default at any time, then only a sum equal to 1 month's interest at the Reduced Rate of Interest will be charged. The amount of interest will be calculated with reference to the amount of the loan drawn down plus any interest accrued as at the date of redemption.

4. **THE GUARANTOR If any person is named in the Mortgage as the Guarantor then:-**

(1) The Guarantor covenants with the Lender to observe and perform all the obligations of the Borrower under the Mortgage.

(2) The Guarantor will as between himself and the Lender be deemed a principal debtor and not merely a surety and accordingly the Guarantor will not be discharged nor will his liability be affected by any act thing omission or means by which his liability would not have been discharged if he had been a principal debtor.

(3) The Guarantor waives all rights to participate in the proceeds of any security held or acquired by the Lender whether from the Borrower or any other source in or towards the reduction of the Total Debt.

5. **TRANSFER**

The Borrower and Guarantor hereby authorise (so far as any such authority is required) the transfer of the Mortgage by the Lender to any person firm or Company and after any transfer the transferee shall have the benefit of all covenants and provisions contained in the Mortgage or in these Conditions and may at any time thereafter exercise all rights and remedies of the Lender hereunder.

6. **COSTS**

(1) All costs and expenses (including the cost of any legal proceedings) incurred by the Lender in connection with the Mortgage or the collection of any monies due under it will be payable by the Borrower on a basis of full indemnity and will be recoverable from him on demand.

(2) The Lender may also recover from the Borrower on demand a reasonable administration fee in respect of any internal expenses reasonably incurred by the Lender:-

(a) in determining whether any and if so what steps are required to remedy any actual or apprehended breach by the Borrower of any of the covenants and obligations imposed on him by these conditions;

(b) in communicating with the Borrower or with anyone acting on his behalf or with the Lender's own professional advisers in relation to any actual or apprehended breach by the Borrower of any of those covenants and obligations.

(3) Any sum which has become payable under paragraph (1) and (2) above shall until payment be added to the total Debt and become a Charge on the Property.

SIGNED ....
Karim Ladhu on behalf of the Borrower

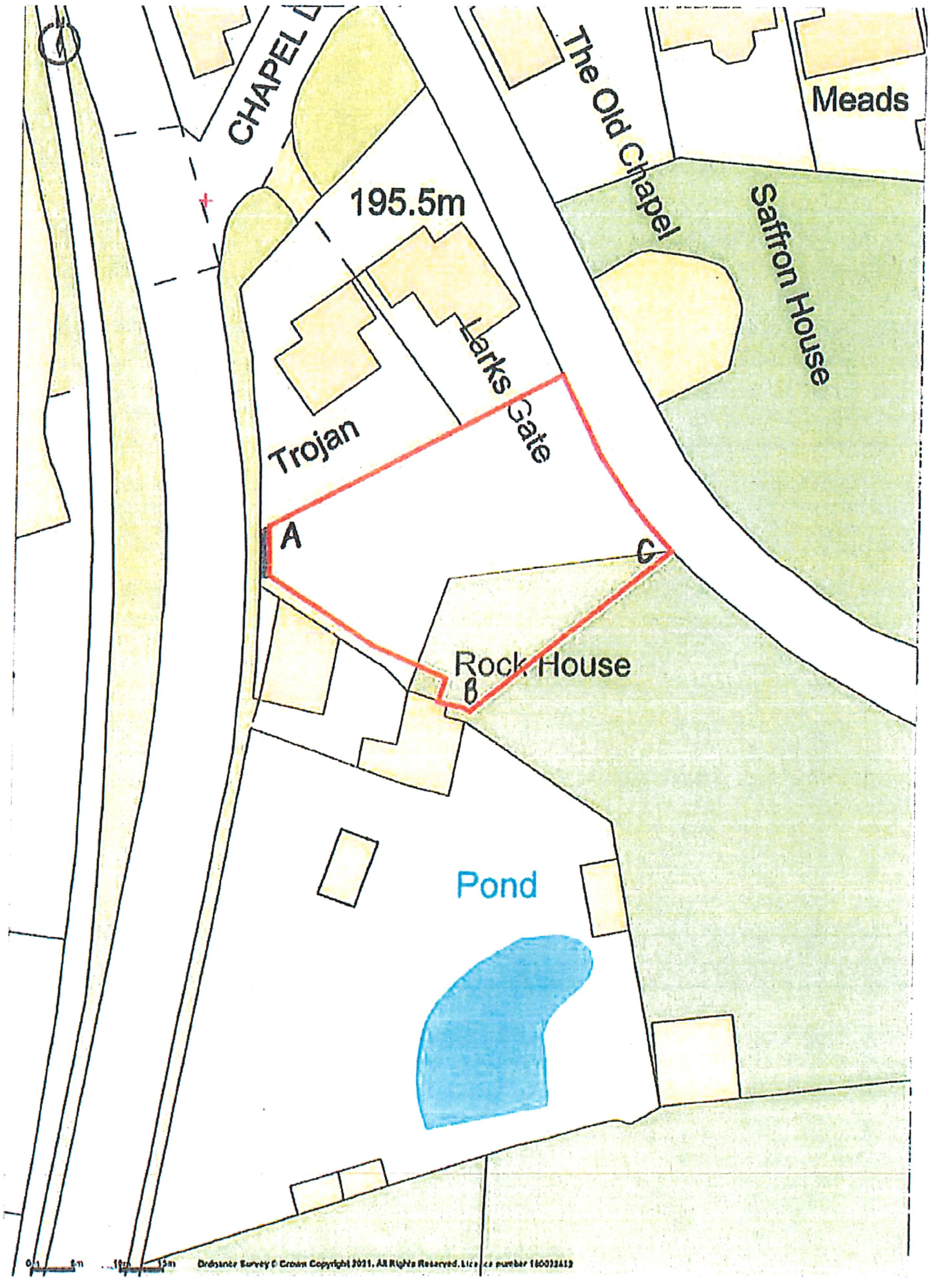
DATED ....

SIGNED......................................
Karim Ladhu as Guarantor

DATED.........................

ALL PERSONS TO WHOM THIS DEED APPLIES MUST SIGN ABOVE

KLADHV



Plotted Scale - 1:750. Paper Size – A4

OFFER LETTER

Our Ref:
03/02/2024

Date:

From: Rachel Goldman as Trustee of The Goldman SSAS (Lender)

To: Chaseoak Commercial Ltd (company number 14496109) (Borrower)

Karim Ladhu (Guarantor)

Dear Sir

RE: Land at Rock House Gurney Slade Radstock Somerset BA3 4TQ shown edged red on the attached plan

I confirm that I am prepared to lend the Borrower the sum of £130,000.00p upon the following terms and conditions:-

1. The loan will be secured by a first legal mortgage on the above-mentioned property.

2. The loan will be repayable at the expiry of 6 months from the date of completion of the loan.

3. a) The Standard Rate of Interest shall be 2.75% per month, on a compound basis with monthly rests, until full repayment of the Loan is made.

   b) The Reduced Rate of Interest shall be 1.75% per month, on a compound basis with monthly rests.

   c) All interest is charged on a compound basis with monthly rests. Interest will be payable in arrears and will be due for payment within 3 calendar months of the initial advance (and including any further amounts advanced), and payable monthly thereafter, unless stated in the clause(s) below.

   d) The Lender reserves the right to increase the rate of interest, charged from time to time, in line with but not exceeding any increase in the Bank of England Base Rate.

   e) If the Borrower or the Guarantor shall pay the instalments due from time to time within seven days of their falling due for payment and there are no arrears of interest outstanding then the Lender shall accept monthly payments calculated at the Reduced Rate of Interest.

   f) Where, after the Loan Repayment Day has passed the Borrower or the Guarantor fails to discharge the balance due to the Lender, then the Lender shall charge interest at the Standard Rate of Interest until redemption.

   g) A retention of £NILp is to be held and released in stages against completed works, subject to our chartered building surveyors re-inspection and confirmation from the Party Wall Surveyor that there are no issues under the party wall act. A lender fee of £200 will be charged per draw-down excluding the surveyors re-inspection fee for which the Borrower is responsible; the surveyor's final inspection fee will be higher. Our surveyor may inspect the development at least once every 8 weeks. Please note that a surveyor is instructed in the event that sufficient evidence of progress on site is not provided to Heron Way Consultants Ltd or in the event that the Borrower does not agree with the assessment of works made by Heron Way Consultants Ltd. A Legal fee of £40 is charged by our solicitors BMH on each drawdown.

4. Any mortgages subsisting upon completion must be discharged out of the advance, unless we have agreed in writing prior to making the advance to accept a subsequent Charge in which case only those mortgages agreed by us prior to completion may remain provided there are no arrears of instalments due under those agreed mortgages.

5. Any addressee noted above who is not a Registered Proprietor of the Property must sign the mortgage documents as Guarantor.

6. It is a condition of the loan that the Property must be kept insured with an insurer approved by the Lender, at all times during the currency of the loan against damage by fire, including malicious damage and other perils specified by the Lender, at its full reinstatement value of £TBAp. Where the Borrower fails to insure (or keep insured) the Property to the satisfaction of the Lender, the Lender may effect insurance cover as it sees fit and an amount in respect of the insurance premium will be added to the loan. The Borrower acknowledges that any insurance effected by the Lender is for the Lender's own benefit and may be cancelled by the Lender at any time without notice to the Borrower. Such action by the Lender in insuring

the Property does not obviate the Borrower's obligation to ensure that the Property is insured to the Lender's satisfaction.

7. Any survey and/or inspection of the above Property carried out by or on behalf of us in connection with this offer is confidential and in the event of our making an advance to you, it will not imply any warranty by us as to the value or condition of the Property.

8. We reserve the right to alter the terms hereof or to withdraw this offer at any time without assigning a reason. In the event of this offer being withdrawn under this, or any preceding clause, I shall in no way be liable for any liabilities incurred by you.

9.
a) I have provided you with the original and a copy of this letter.
b) You should study the terms and conditions set out herein and compare them with any offers which you may be able to obtain from other willing lenders.
c) Once you have signed this offer letter you shall become liable for £1,300.00 Lender's fee which will be charged in the event that the loan does proceed to completion and will added to the loan advance, upon first drawdown (unless otherwise paid).
d) By signing this offer you also accept liability to discharge our solicitors' reasonable costs for work done if the loan does not proceed to completion.
e) I strongly recommend that you seek independent legal or other professional advice.
f) If you then wish to accept the Loan Offer, please indicate this by signing below and returning it to us within ten days from the date hereof.
g) On redemption you shall be charged a redemption administration fee of £195.00 plus a management fee of 0.5 months interest at the prevailing rate to Heron Way Consultants Ltd any legal fees or other disbursements which may be charged to the account. In addition, a sum equal to 2 months' interest at the Standard Rate of Interest will be charged on redemption or partial redemption of the loan at any time, on the greater of the mortgage advance or the balance outstanding, save that in the event that the loan is repaid on or before the Loan Repayment Day, and the loan has not gone into default at any time, then only a sum equal to 0.5 month's interest at the Reduced Rate of Interest will be charged. The amount of interest will be calculated with reference to the amount of the loan drawn down plus any interest accrued as at the date of redemption.

10. The offer will lapse if completion does not take place within two weeks of the date hereof, unless an extension of time has been confirmed by us, or unless availability of funds causes us to defer completion.

11. By signing this agreement, you authorise us to include details of your loan (including photographs of your property, but not addresses or Borrowers names) on our websites or for other marketing purposes.

12. I have issued this offer on the basis of your representation(s) that (i) it is not your intention for either yourself or a related person (within the definition ascribed by the Financial Services and Markets Act 2000) to use at least 40% of the Property as or in connection with a dwelling and/or (ii) the Property is not, nor will become, a House in Multiple Occupancy ("HMO") (within the definition ascribed by the Housing Act 2004). This offer is therefore issued on the condition that you will immediately inform us if, at any time hereafter, it becomes your intention to occupy at least 40% of the security as or in connection with a dwelling by you, or if, at any time hereafter, the Property becomes an HMO. Please note however that such a change or changes in your position would exceed our lending criteria and the loan would become repayable forthwith in accordance with the terms and conditions for the legal charge. By signing and returning this letter of offer you confirm your agreement to the above conditions.

13. The offer is, where appropriate, subject to survey, local authority and title searches proving satisfactory. A broker fee of £3,250.00p will be deducted from the loan proceeds on completion and paid to the Broker, Restore Finance. The Broker is not an agent of the Lender, who is not responsible for anything intimated by the Broker to the Borrower and the Lender cannot be bound by the Broker in any way. I, the Lender, am unaware of any other fees which you may have agreed to pay the Broker. Any other such fees or commission, other than stated above, which you may have agreed to pay to the Broker are outwith this loan agreement. The Broker may be due additional future payments from the Lender based on the business introduced to the Lender by the Broker. By signing and returning this offer you authorize us to make these payments to the Broker and to correspond with the Broker on all matters prior to and after completion of this loan, and up to the date of repayment of the loan.

14. By signing and returning this offer you will be liable for the arrangement fee to the Lender in the sum of £1,300.00p as per 9c and the Lender's creation administration fee of £Nil along with legal costs of £2100.00 including VAT plus bank charges and disbursements and an administration fee of £1,650.00p to Heron Way Consultants Ltd, whether or not the matter proceeds to completion, unless the offer is withdrawn due to non-availability of funds. The Heron Way Consultants Ltd administration fee will be deducted from the first loan advance made.

15. By signing this agreement, the Borrower confirms that the advance is to be used for the purchase of the Property and that no works will be done to the Property using funds from the advance.

16. By signing this agreement, the Borrower confirms that nothing will be done to breach any planning condition under reference 2020/0788/OTS and 2022/2245/REM.

17. The Borrower is to produce a recent photo of the Property along with an estate agents letter to support the value of the Property.

18. The Guarantor is to have his identity established via the Thirdfort system.

19. The Borrower is to provide minutes of a meeting agreeing to take this loan

20. Geraint James of Beaufort Montague Harris Solicitors (01225 339329), as Solicitor for the Lender is to register the charge on the Property on the Lender's behalf at the expense of the Borrower.

21. With regard to parties in this contract the singular implies the plural and the plural implies the singular.

22. No monies will be released until the Borrower has completed a Privacy notice for Heron Way Consultants Ltd who will act as managers for this loan account martin@heronwaygroup.com 01454 326892.

Yours faithfully

Rachel Goldman as Trustee of The Goldman SSAS

DECLARATION FOR EXEMPTION RELATING TO BUSINESSES
articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001

I am/We are* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us* or intended to be carried on by me/us*.

I/We* understand that I/We* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.

I/We* understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.**

I am/We are* aware that, if I am/we are* in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we* should seek independent legal advice.

*Delete as appropriate
**This section should be omitted in the case of a consumer hire agreement

I/we hereby accept the above offer of advance, the terms of which I/we fully understand and accept. I/we understand that any other parties concerned in this transaction are not acting as your agents and are not authorized to vary the terms of this offer in any way. I/we confirm receipt of a copy of this letter, which I have retained.

SIGNED .... K LADHU DATED ....
Karim Ladhu on behalf of the Borrower

SIGNED........................ K LADHU DATED........................
Karim Ladhu as Guarantor

ALL PERSONS TO WHOM THIS LETTER IS ADDRESSED MUST SIGN ABOVE

Company No: 14496109

Chaseoak Commercial Limited
MINUTES of a Meeting of the Director of the Company held at
Langford Mill, Kingswood, Wotton-under-Edge, Gloucestershire, GL12 8RL on
14 February 2024 at 11.15 am/~~pm~~

Present:

Mr Karim Ladhu – Director

In attendance:
[Rachel Beeby – Solicitor]

1. Chairman

It was noted that Mr Ladhu was the only Director of the Company, and that there was a quorum present for the meeting. Mr Ladhu resolved to be chairman of the meeting.

2. Business of the Meeting

The chairman explained that the business of the meeting was to approve the Company entering into, in good faith, and for the purposes of carrying on the business of the Company:

(a) A £130,000.00 secured offer letter to the Company from Rachel Goldman as Trustee of The Goldman SSAS (Lender) for the purpose of obtaining funds to purchase development land at Rock House Gurney Slade Radstock Somerset BA3 4TQ (the Property) for £150,000.00; and

(b) A Mortgage Deed and Offer Letter to be executed by the Company as borrower in favour of the Lender to rank as a first legal charge on the Property.

3. Consideration of Documents tabled

There were tabled before the meeting a copy of a Mortgage Deed and Offer ("the Security"). The director carefully considered the terms of the Security. He noted its terms and confirmed his full understanding of its effect and implications for the Company. Following full and careful consideration of the Security the director was of the opinion that:

(a) There would be significant benefit to the Company in its entering into the Security and undertaking the security and other obligations contained therein and it would for such reasons be most likely to promote the success of the Company for the benefit its members as a whole for the Company to enter into the Security; and

(b) The execution and delivery of the Security and the exercise by the Company of its rights and performance by the Company of its respective obligations thereunder would not contravene any provision of the memorandum and articles of association of the Company or any agreement or any obligations of the Company or any law or regulation applicable to it; and

(c) After having taken account of the Company's internal financial information, the Company will be solvent at the time of, and after the execution of the Security, it will be able to continue to trade and to pay its debts as they fall due.

4. Resolution

IT WAS RESOLVED following advice from the Company's Solicitors, Loxley of Langford Mill, Kingswood, Wotton-under-Edge, Gloucestershire, GL12 8RL, and consideration by the Director as follows:

1. It is in the commercial interest of, and to the benefit of the Company, that the Company should enter into the Security; and

2. The Security in the form approved by the Board should be executed on behalf of the Company by Mr Ladhu, in accordance with the Memorandum and Articles of Association of the Company, and delivered undated to the Lender's solicitors in readiness for completion; and

3. The Company's Solicitors were authorised to liaise with the Lender's Solicitors to complete the Security and draw down the net loan advance, being £130,000.00 less professional fees and other expenses.

5. Conclusion

There being no further business, the meeting terminated.

K LADHU
....
Chairman of the Meeting