



PDL | DEVELOP +



# Chelsham Heights PLUS

Property Development Loans

**CROWDSTACKER®**

# Disclaimer

This disclaimer is important and requires your immediate attention. This document (the "Information Brochure" or "Document") constitutes the basis upon which you may make a Loan Offer to the Borrower which the Borrower may accept on the terms and conditions set out in this Document.

You should not make a Loan Offer to the Borrower as set out in this Document except on the basis of the information published in this Document and the Key Commercial Terms (see format on page 21).

Your attention is particularly drawn to the "Risk Factors" which are set out on page 18-20 of this Document. You should consider carefully whether the Loans are a suitable financial commitment for you to make in the light of your personal circumstances. The Loans will become a secured debt of the Borrower but may not be a suitable financial commitment for all recipients of this Document. The money that you lend to the Borrower as a Loan (your "Capital") is at risk.

Making a loan of this nature involves a degree of risk. It may not be possible to sell or realise the Loans before they mature or to obtain reliable information about the risks to which they are exposed. The Loans will be a debt of the Borrower secured over all of its assets under a debenture constituting a fixed and floating charge. However, there can be no certainty or guarantee that any realisation of such assets through the enforcement of such security will be sufficient to enable the Borrower to repay all or part of the Loans or the Borrower's liabilities thereunder.

## About this Document

This Document, which is a financial promotion for the purposes of Section 21 of the Financial Services and Markets Act 2000 ("FSMA"), is issued by the Borrower which accepts responsibility for the information contained herein. This Document has been approved as a financial promotion for UK publication by Crowdstacker Limited, which is authorised and regulated by the Financial Conduct Authority to operate an electronic lending platform. Crowdstacker is registered on the Financial Conduct Authority's Register with registration number 648742.

This Document does not constitute a prospectus to which the Prospectus Rules of the Financial Conduct Authority apply. Therefore, this Document and the Loans have not been approved by the Financial Conduct Authority or any other regulatory body, and do not give rise to any rights to claim compensation under the Financial Services Compensation Scheme.

You should ensure that you have read and understood this Document in its entirety before agreeing to offer Loans to the Borrower. If you are in any doubt as to the contents of this Document, or whether making the Loans is a suitable financial commitment for you, you should seek your own independent advice from an appropriately qualified advisor authorised under the Financial Services and Markets Act 2000 and who specialises in advising on loans, financial commitments and other such debt instruments.

This Document does not constitute an offer to make a loan or other financial commitment or the solicitation of an offer to make a loan or other financial commitment in any jurisdiction

in which such an offer or solicitation is unlawful. The distribution of this Document in other jurisdictions may be restricted by law and therefore persons into whose possession this Document comes should inform themselves about and observe any such restriction. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdictions.

Communications sent by you to Crowdstacker shall be treated as delivered to it on the day of actual receipt by Crowdstacker. All documents, payments or electronic information and communications sent by, to or from you or on your behalf will be sent entirely at your own risk.

# Definitions

## Crowdstacker

Crowdstacker Limited, an electronic lending platform that is authorised and regulated by the FCA (frn 648742).

## Debenture

A second ranking debenture between the Borrower and the Security Trustee under which the Borrower creates a fixed and floating charge in favour of the Security Trustee over all its assets and business.

## FCA

Financial Conduct Authority.

## Guarantee

The Guarantor guarantees the liabilities of the Borrower in favour of the Security Trustee.

## Guarantor(s)

Paul Parkhouse and William Sutcliffe

## Information Brochure or Document

This document.

## Key Commercial Terms

The key commercial terms format set out in this Document on page 21 which on acceptance will be populated with the Lender's details, the Interest Rate, the Commencement Date, the Loan Amount and the Repayment Date.

## Legal Charge

A second legal charge between the Borrower and the Security Trustee under which the Borrower creates a fixed charge in favour of the Security Trustee over the Property.

## Lenders

All those individuals who enter into Loan Contracts with the Borrower.

## Loan TCs

The terms and conditions applicable to each Loan as set out in this Document and which form part of each Loan Contract.

## Loan Contracts

The loan contracts consisting of the Loan TCs and the Key Commercial Terms between Lenders and the Borrower.

## Property

Chelsham Height, Beech Farm Road, Warlingham, Surrey CR6 9QG. Registered under HM Land Registry Title no. SY815204.

## Borrower

Harlequin New Homes (Warlingham) Limited

## Chelsham Heights Loans or Loans or Loan

Loans made or to be made to the Borrower pursuant to the terms and subject to the conditions of the Loan Contracts following acceptance by the Borrower.

## Security

The Debenture, Legal Charge and the Guarantee.

## Security Trustee

Crowdstacker Corporate Services or such other person as is appointed as trustee under the Security Trust Deed.

## Security Trust Deed

The deed between the Security Trustee and the Borrower by which the Security Trustee holds the Security on trust for the benefit of Lenders.

## What are PDLs?

Property Development Loans (PDLs) are a new type of Loan offered by Crowdstacker. Each PDL is made directly against individual property developments. To reflect this increased level of risk the PDLs offer a higher rate of return than previous investments offered by Crowdstacker, and are intended to be held by each Crowdstacker lender as part of a broad portfolio of investments to maintain a comfortable risk exposure. Full details for each PDL are outlined in the relevant Investment brochure.



Chelsham Heights

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## Loan Summary

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Harlequin New Homes (Worlingham) Limited would like to raise £320,000 via a PDL Develop and a PDL Develop Plus, to part fund the construction of three detached properties in a semi-rural location between Biggin Hill and Chelsham, in Surrey.

The PDL has been structured in loan stacks to offer the developer additional lending between 75% and up to 85% gross LTGDV. In stacked loans each stack has a priority payment, with 'stack A' or 'senior mezzanine' being the first repaid, followed by 'stack B' and so on. The risk/return is higher in each subsequent stack. The stacks above 75% are designed for sophisticated investors only and if you decide to invest in these stacks, it is advisable to spread your investment across all stacks.

The Chelsham Heights PDL has a total of two stacks:

A - Target raise of £175,000 (75.32% LTGDV) offering 15% p.a. interest over a 18 month term

B - Target raise of £145,000 (>76-81% LTGDV) offering 23% p.a. interest over a 18 month term.

The three properties will each have five bedrooms, all of which will be en-suite and include either built-in storage or dressing rooms. Downstairs in each house will be a dining/lounge/kitchen area with a utility room, pantry, and downstairs loo. As well as a separate study. To the front of the properties will be two rooms providing a separate sitting room and dining room. Outside all properties will benefit from gardens, car ports and a private shared driveway.

A senior lender, CapitalRise, is in place to lend £2,992,500 towards the project. It is expected that the three houses will be marketed for sale at £4,275,000. The resulting total Loan to Gross Development Value (LTGDV) is 80.24%.

The PDL is a mezzanine loan and will be secured by a second charge over the site at Chelsham Heights, Beech Farm Road, Worlingham, CR6 9QG. As well as all assets, property and undertaking of Harlequin New Homes (Worlingham) Limited; an intercreditor deed between Harlequin New Homes (Worlingham) Limited, CapitalRise and the Security Trustee; and a Personal Guarantee provided by Paul Parkhouse and William Sutcliffe, both directors of Harlequin New Homes (Worlingham) Limited.

## Loan Summary

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	Stack A	Stack B
Crowdstacker PDL Loan Amount	£175,000	£145,000
Senior Loan Exposure (close)	£2,992,500	£2,992,500
Gross CS Loan	£227,500	£210,250
Total Exposure (E)	£3,220,000	£3,430,250
GDV	£4,275,000	£4,275,000
LTGDV exc. int & fees	65.27%	68.66%
LTE	75.32%	80.24%
LTC (exc. interest and fees)	88.62%	93.23%
Term (Months)	18	18
Interest Rate	15%	23%

# What are Property Development Loans

Property Development Loans (PDLs) from Crowdstacker are a type of mezzanine finance for property construction or redevelopment projects, which is used to top up lending from a senior lender (usually a bank or building society).

There are three types of PDL - Bridge, Develop and Exit. A PDL Bridge provides finance for a project at any stage but the key difference is that the valuation (which provides the LTGDV) is based on the current value of the property concerned rather than a projected value once the development is complete. PDL Develop is used by developers needing finance through the main course of the build. The term for this type of loan could be anything from a few months to a couple of years depending on the complexity of the project. PDL Exit provides funding in the final stages of a development either to accommodate any small time delays, or as a means of refinancing more expensive lending which was set up at the start of the project. The term of an Exit loan is typically quite short.

These PDLs have been created for property developers facing the problem of filling a funding gap once the main development finance has been secured from a bank or specialist lender. Sometimes PDLs are structured in loan stacks to offer the developer additional lending between 75% and up to 85% gross LTGDV. There can be multiple loan stacks for a PDL where each stack has a priority payment with A being the first repaid (senior Mezzanine), followed by B and so on. The risk/return is higher in each subsequent stack. These are called 'PDL+ loans'. The stacks above 75% are designed for sophisticated investors only and if you decide to invest in these stacks, it is advisable to consider spreading your investment across all stacks.

Property developers face the problem of meeting building costs, such as the cost of the land, building materials, labour and professional fees, before a property has been successfully marketed and sold. A bank or other senior lender will not normally finance the full costs of a project, expecting the developer to find the remainder themselves, and because these funds are not always accessible, mezzanine finance is used. Usually mezzanine finance is secured against the value of the project as a second charge behind the senior lender. The Loans will also be secured over the assets, property and undertakings of the property developer via a second ranking debenture given to the Security Trustee on your behalf.

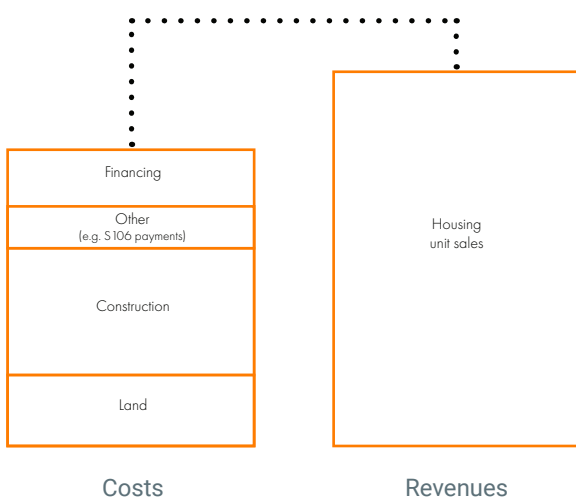
Mezzanine finance is a riskier type of funding than senior loans as they take lower priority in repayment. For this reason it offers higher potential returns.

Advantages to the lenders include confidence in the robustness of the project which will have been thoroughly assessed by the senior lender even before going through the due diligence processes of the mezzanine lender. Disadvantages include that, as a second charge loan, the mezzanine lenders are only repaid once the senior lender has been repaid in full. To help mitigate this PDLs will typically top up development finance up to a maximum total of 85% Loan to Gross Development Value, meaning that the final sale value achieved can fall by up to 15% of its predicted value before it affects the ability of the developer to repay the debt in full.

PDLs are P2P Loans which are eligible to be held as part of your annual ISA Allowance and it is possible to transfer in previous years' ISA money from your existing ISA investments.



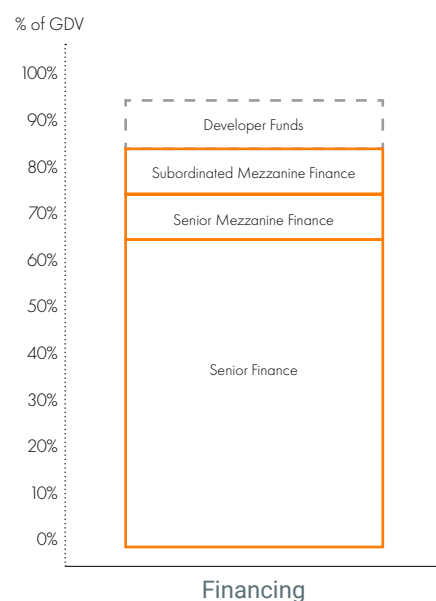
## Sample project costs



Housebuilders have to service costs to build properties, before they receive revenues from unit sales, creating a funding gap.



## What is Mezzanine Finance?



## Overview of Development

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# Overview of Development

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The site forms part of an old farm, Chelsham Court Farm, and currently contains a number of derelict or disused farm buildings. It is relatively flat and is surrounded by other housing as well as open countryside.

The houses have been designed to fit in with the local area and will be constructed of brick and flint, with tiled roofs. Outside, each property will have a car port which will be oak framed. The interiors will be fitted out to a standard expected by buyers of properties in the £1-2million price bracket. And it is expected they will appeal to families who require access to the surrounding towns and London, as well as the excellent schools within easy distance.

The whole site extends to about 0.7 acres and each house will have a sizeable private garden. The positioning and orientation of the properties on the site are such that there will be plenty of privacy.

Planning permission was granted by Tandridge District Council on 16th July 2021 (ref: TA/2021/98).

In the immediate vicinity there are few amenities, but Whyteleafe, Warlingham, and Woldingham to the west, Biggin Hill to the east, and Caterham and Oxted to the south, provide plenty of shops, schools and transport facilities, including three Waitrose supermarkets (Biggin Hill, Caterham and Oxted).

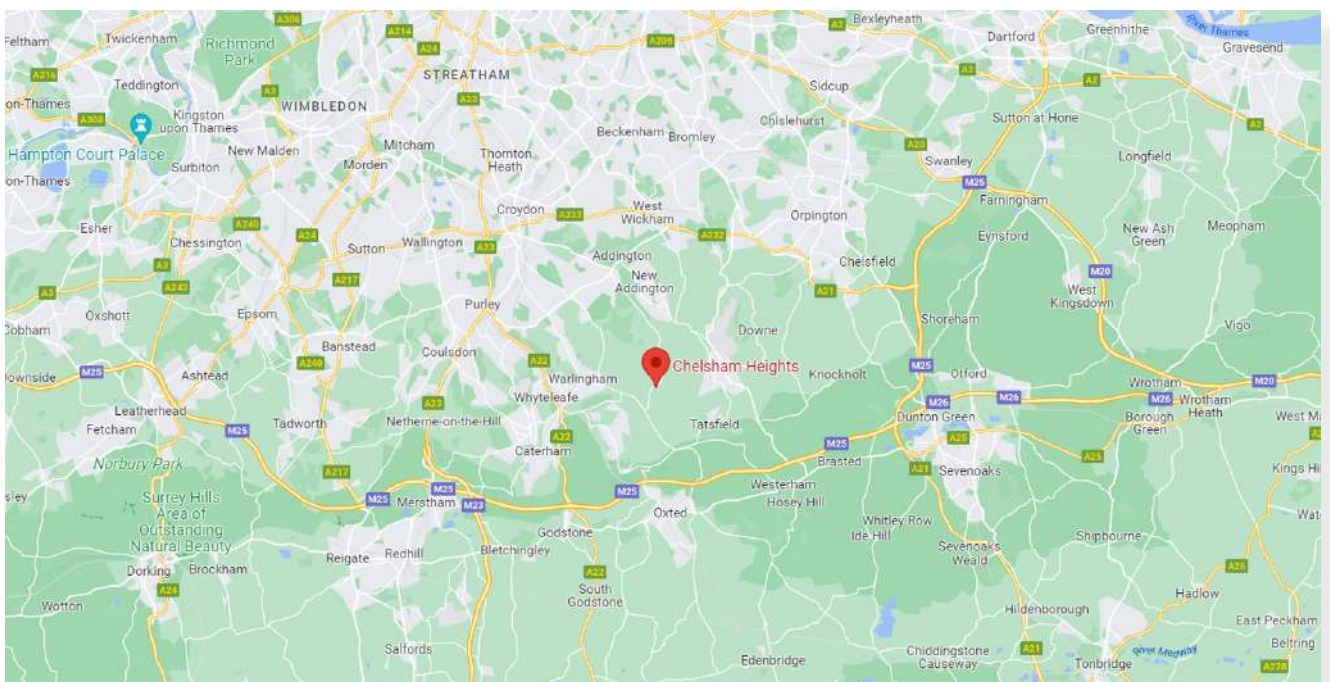
Railway connections can be found at Woldingham, Whyteleafe and Warlingham, all of which provide connection into Croydon (to the north) and onwards to Central London. The A22 is close by and this connects to the M25. Biggin Hill airport is to the east, and Gatwick airport is about 30-40 minutes by car to the south.





# Location

## Warlingham, Surrey



# Overview of Development

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## The Site



Site Entrance

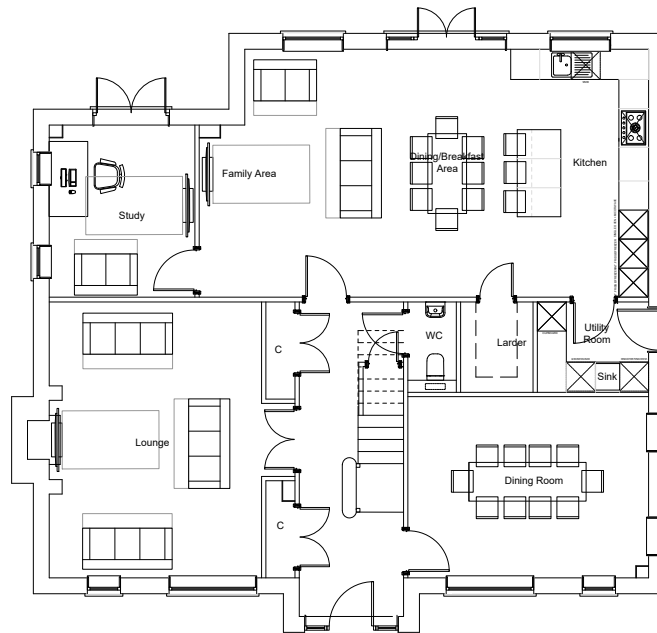


Site Grounds

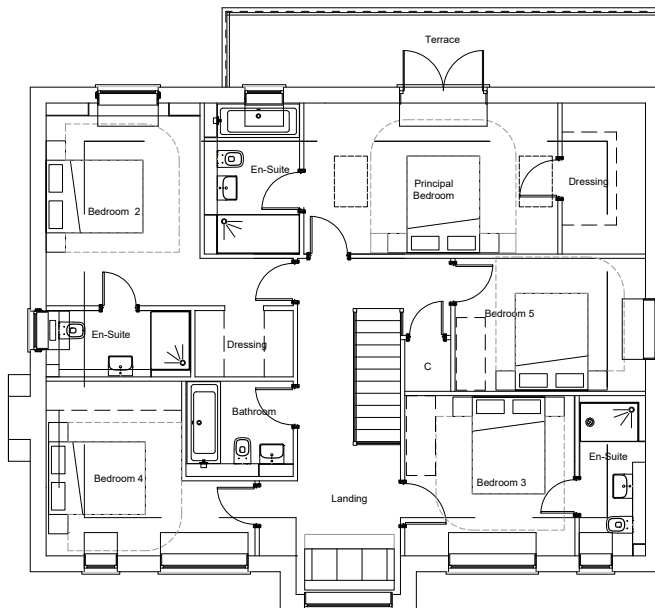
The Plans

PROPOSED FLOOR PLANS FOR PLOTS 1/2/3

GROUND



FIRST



# Overview of Development

The three new four bedroom houses will be identical in design.

Plot	Floor	Garage	Size (sqft)	Market Value	Sales per sq ft
Plot 1	Detached 5 Bed, 4 Bath House	Detatched double	2,850	£1,425,000	£500
Plot 2	Detached 5 Bed, 4 Bath House	Detatched double	2,850	£1,425,000	£500
Plot 3	Detached 5 Bed, 4 Bath House	Detatched double	2,850	£1,425,000	£500
<b>TOTALS</b>			<b>8,550</b>	<b>£4,275,000</b>	<b>£500</b>



## Comparables

This is a list of the sales prices of comparable properties in the local area.

Address	Description	Sale Date	Size (sqft)	Sold Price	Sales per sqft
6 West Parkside, Warlingham, CR6 9PT	5 bed, three bath detached house in slightly tired condition.	Sept 2021	2,583	£1,300,000	£503
The Poplars, Lunghurst Road, Woldingham, CR3 7HE	Large 4 bed, 3 bath detached house with a car port in above average condition.	Nov 2021	3,060	£1,585,000	£518
7 Homefield Road, Warlingham, CR6 9HE	Larger detached 5 bed, 4 bath house with attached double garage in average condition.	Nov 2021	4,047	£1,550,000	£383
Los Caracoles, Camp Road, Warlingham, CR3 7LH	Four bed, 3 bath, chalet style house with a double car port and a separate office in above average condition.	Sept 2021	2,180	£1,300,000	£596
Highwold, Station Road, Woldingham, CR3 7DA	A larger 4 bed, two bath detached house in a larger plot sold in average condition.	Jun 2021	3,014	£1,545,000	£513

# About the Developer

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Harlequin New Homes (Warlingham) Limited is an SPV set up and run by the team behind Harlequin New Homes. This development company builds high quality homes for families throughout Greater London and the Home Counties. They blend aspirational design with creative use of space to meet demands of eco-conscious homeowners.

The main team members are Paul Parkhouse and William Sutcliffe who founded the business together. Paul oversees the strategic direction of the business whilst William brings experience from board roles at a number of major contractors and developers including Bovis Lendlease, Carillion and Jarvis Construction. They are joined by John Shelbourne who is a director and has worked in development for thirty years. Plus Jon Louth who has worked in the industry for twenty-five years including working as Major Projects Director at various development companies.

Previous work by the team:

## Clears Farm Cottages

An exclusive collection of 3 and 4 bedroom semi-detached homes in Reigate, Surrey. These houses blend the style of traditional farm buildings with contemporary specifications. Prices were between £925,000 and £1,025,000.



## Whitegates

In Ascot Harlequin built a development of 13 properties comprising eight detached 4 bedroom houses and five 3 bedroom bungalows. Asking prices started at £750,000.



## Bankside Place

This development had a GDV of £6,000,000+ and was made up of six 5 bedroom homes set in a lovely rural location.



# Security

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This PDL has been structured in loan stacks to offer the developer additional lending between 76% and up to 81% gross LTDGV. In this case, there are a total of two stacks, each stack has a priority payment with A being the first repaid (senior Mezzanine), followed by B. The risk/return is higher in each subsequent stack. The stacks above 76% are designed for sophisticated investors only and if you decide to invest in these stacks, it is advisable to spread your investment across all stacks.

There will be multiple layers of security:

## First:

Loans will be secured by way of a second ranking legal charge over the Property, in favour of the Security Trustee on behalf of Lenders. The charge will be registered with the land registry.

## Second:

The Loans will be secured over the assets, property and undertakings of the Borrower via a second ranking debenture given to the Security Trustee on your behalf. The Debenture will be registered against the Borrower at Companies House.

## Third:

The investment will also benefit from a guarantee from the Guarantor(s) which has provided a guarantee of the Borrower's obligations.

## Fourth:

The principal amount of the aggregate of all Loans and the Loan advanced by the Senior Lender used to fund the property development is less than 81% of the Gross Development Value and 94% of the Loan to Cost of the property development.

## HOW WILL THE LOANS BE REPAYED?

The principal source of repayment will be from cash retained after selling the completed units (i.e. sales proceeds after discharge of Senior bank funding).



# Two-Minute FAQ

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We are more than happy to answer any questions you may have. If your question is not covered by the FAQs below, please contact us on [info@crowdstacker.com](mailto:info@crowdstacker.com).

## What is a stacked loan?

PDLs can be offered in stacks where first stack (stack A) takes repayment priority over stack B, and stack B takes repayment priority over stack C, and so on. Stack A will typically lend up to 75% LTGDV to a developer. Stacks B and above can top this up to a maximum of 85% LGTDV. The risk/return is higher in each subsequent stack and there is a higher risk of loss of capital in the higher stacks. Stacks B and above are designed for investment by sophisticated investors only.

## What return can I expect?

Stack A is offering 15% gross per annum and Stack B is offering 23% gross per annum on your capital.

## How often will interest be paid?

Interest will be paid at the end of the 18 month loan term.

## How much can I lend?

The minimum amount you can lend is £100.

## When does the Loan mature?

The Loan is for a 18 month term. On maturity, you are entitled to the return of the original capital in full.

## What about ISAs?

You can hold your Loan in the Crowdstacker Innovative Finance ISA and receive tax free interest.

## How will your investment be used?

Your investment will be used to finance the construction of three properties at Chelsham Height, Beech Farm Road, Warlingham, Surrey CR6 9QG.

## Who is The Borrower?

Harlequin New Homes (Warlingham) Limited

## Who is Crowdstacker?

Crowdstacker is a Peer to Peer investment platform authorised and regulated by the FCA. Crowdstacker matches companies such as Harlequin New Homes (Warlingham) Limited that are seeking to raise finance with investors like you who are seeking to invest money.

## What security do I have if the Borrower becomes insolvent?

Please refer to the security section.



# Crowdstacker Security Trustee

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Crowdstacker's associate Company, Crowdstacker Corporate Services Limited acts as Security Trustee.

The role of the Security Trustee is to:

- Hold on behalf of all Lenders the Security for the Loans over the assets of the Borrower, and the benefit of the Guarantee;
- Enforce the security over the Borrower in certain circumstances where the Borrower fails to repay interest and capital;
- Further information on the role of the Security Trustee can be found in clauses 18 and 19 of the Lender T&Cs.

## Client Money

Crowdstacker may hold client money on your behalf, for example, prior to you making an investment or when collecting interest and capital payments from the Borrower for you.

This money is held on deposit with a UK bank in segregated client money accounts. In the event of this bank becoming insolvent, these deposits are protected against losses of up to a maximum of £85,000 per eligible client per bank under the Financial Services Compensation Scheme ('FSCS').

The limit applies to the total of all deposits held for you with that bank, whether held through Crowdstacker or directly with the bank. In the event that you were to suffer a financial loss directly as a result of Crowdstacker becoming insolvent you may be able to claim compensation from the FSCS of up to £50,000.

Following the relevant Commencement Date, we will transfer the full amount of the Loan monies to the Borrower. If the Loans do not satisfy the acceptance process, we will return your money to you.

Finally, we are also responsible for organising the payment of interest and repayment of your Loans to you once we have received payment from the Borrower.

# The Risk Factors

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In addition to the other relevant information set out in this Information Brochure the following specific risk factors should be considered carefully when evaluating whether to make a Loan.

If you are in any doubt about the contents of this Information Brochure or the action you should take, you are strongly recommended to consult a professional advisor specialising in advising on Loans, bonds, financial commitments and other such debt instruments.

The Borrower's management team believe the following risks to be significant for potential investors. The risks listed, however, do not necessarily comprise all those associated with the Borrower and the Loans, and are not intended to be presented in any assumed order or priority. In particular, Borrower's performance may be affected by changes in legal, regulatory and tax requirements as well as overall global financial conditions.

## Not protected by the Financial Services Compensation Scheme

### Risk

As with Stocks & Shares, Loans are not protected by the Financial Services Compensation Scheme against loss.

## Business Risk

### Risk

No assurances can be given as to the future performance of the Borrower and the Borrower will continue to achieve its business objectives.

Prospective investors should be aware when considering the past performance of the Borrower that past performance is not necessarily indicative of future results and there can be no guarantee that The Borrower will be profitable in the future.

Performance depends on many factors including the value of the assets, market conditions, any related costs, the timing and management of the transactions, all of which may change over time.

### Mitigation

All project programmes are reviewed by a qualified Quantity Surveyor who is required to confirm that the project can be delivered as proposed.

## Cost overruns

### Risk

The costs to complete a project could be more than the amount forecasted. Projects normally have a 'contingency' to potential cost overruns, but this may not be sufficient to cover all cost overruns on some projects.

### Mitigation

All project costs are reviewed by a qualified Quantity Surveyor who is required to confirm that the proposed budget has a reasonable contingency allowance for the project and that the developer or contractor has the relevant experience to complete the project within budget.

## Time overruns

### Risk

The time to complete a project may exceed the project timetable. This could result in additional interest costs leaving insufficient funds to repay the Loan.

### Mitigation

All project programmes are reviewed by a qualified Quantity Surveyor who is required to confirm that the proposed timetable is reasonable for the project and to confirm that the developer or contractor has the relevant experience to complete the project within the set timetable.

If there are unforeseen delays, the Loan can be varied for up to a further 12 months with a potential corresponding increase in interest rate.

## House price changes

### Risk

The Borrower is exposed to the risk that the value of the property backing the Loan falls. This could be due to a general decline in house prices across the UK, more localised declines or a specific fall in the land or units comprising the security.

### Mitigation

All projects are valued by a nationally recognised independent RICS Chartered Surveyor, confirming the expected value of the units on completion of the project.

## Management Risk

### Risk

Lenders will not have the opportunity to evaluate fully for themselves relevant economic, financial and other information, and will be dependent on the judgment and abilities of the Borrower's management of the development. There is no assurance that the Borrower's management will not make mistakes or take the best course of action in all the circumstances.

Accordingly, no person should lend unless they are willing to entrust all aspects of conducting the business to the directors and senior management of the Borrower. Investors do not have any right to participate in the day-to-day management of the Borrower or business decisions. Additionally, funds advanced to the Borrower are at risk of employee or management misappropriation.

### Mitigation

All projects are monitored and reviewed by qualified quantity surveyors and tracked continuously to ensure the economic and financial risk is mitigated throughout the life of the project.

## Illiquid Asset Risk

### Risk

The Loans are not available for sale on any market, so the Loans are an illiquid asset. There is a risk that investors will not be able to dispose of their Loans to third parties.

Therefore, it may not be possible to sell or realise the Loans until they are repaid by the Borrower when the Loans mature.

### Mitigation

Crowdstacker has a facility on its platform that gives investors the ability to sell their Loans to other members of the Crowdstacker community. However, there is no certainty or guarantee that investors will find willing buyers for the Loans at a price that investors will find acceptable, and investors may suffer a loss on a disposal of their Loans.

## No Certainty that Investors will be Repaid at Maturity

### Risk

If the Borrower were to become insolvent, there is a risk that (a) the Loans will not be repaid in part or in full, and (b) some or all of the interest due on the Loans will not be paid in part or in full. There is no certainty or guarantee that any realisation of assets or the Security will be sufficient to enable the Borrower or as the case may be the Security Trustee, to repay the Loans or the Borrower's liabilities.

### Mitigation

The Loan will have multiple layers of security to mitigate against losses.

## Single Asset Risk

### Risk

The Loan is concentrated on a single development scheme, so presents a single asset risk. There is a risk that if the Borrower does not successfully deliver the development, they may not be in a position to pay interest or capital to Lenders.

### Mitigation

PDLs are designed to lend to a range of experienced property developers on projects that are expected to be profitable under stressed conditions. It is however advisable to spread your capital across multiple property development loans.

## Inability to Attract Buyers for the Completed Properties

### Risk

Demand for the properties built by the Borrowers falls.

### Mitigation

Currently there is a lack of available properties in the UK. Until more property supply becomes available in the market generally, the demand for properties is expected to remain high.

## Insurance Risk

### Risk

The Borrowers will be subject to damage and loss by the usual insurable risks of fire, theft and climatic events and by uninsurable risks such as loss of profit due to fall in demand or poor management and there is no certainty that the Borrower will not suffer loss and damage by such risks from time to time.

### Mitigation

Crowdstacker carries out extensive due diligence both internally and through external experts prior to listing any development project.

## Stack Risk

### Risk

This PDL has been structured in loan stacks to offer the developer additional lending which is typically between 75% and 85% gross LTGDV (please refer to the loan summary for details specific to this loan.) 75% and up to 85% gross LTGDV. Each stack has a priority payment with A being the first repaid (senior Mezzanine), followed by B and so on. The risk/return is higher in each subsequent stack and there is higher risk of loss of capital in the lower stacks.

### Mitigation

The stacks above 75% are designed for sophisticated investors only, and if you decide to invest in these stacks, it is advisable to spread your investment across all stacks.

## Senior Lender Risk

### Risk

The senior lender may take enforcement action over the borrower without consent from the Security Trustee.

### Mitigation

The controlled release of funds against project milestones should ensure that any potential issues are identified early and addressed reducing the risk of unexpected enforcement action from the senior lender.

## COVID 19

### Risk

Various and unpredictable impacts of COVID 19 which could affect timings and budget.

### Mitigation

A contingency is already built into the estimated build costs. The project manager will work to ensure potential delays of materials and availability of staff are already accommodated. Inflation of costs of materials already factored into build cost estimate.

## Unforeseen Build Issues

### Risk

Issues from flooding, subsidence, contractor incompetence etc

### Mitigation

Surveys have been undertaken to evaluate potential issues. No significant risks identified. All contractors used will be fully vetted and fully insured.

## Insolvency Event

### Risk

Either the developer, main contractor, or subcontractor goes into administration in the course of the build.

### Mitigation

The controlled release of funds against project milestones should ensure that enough value exists in the site to cover finance costs. There may be extra fees, premiums and risk events (fire, theft etc) that will need to be dealt with but should be covered by the contingency and/or the various insurance covers dependent on the issue.

## Timely Discharge and Adherence to Planning Permission

### Risk

Ensuring the Developer and all contractors on site adhere to the terms of the Planning Permission.

### Mitigation

The terms of the "planning permission" were not unusual or onerous and it should be straight forward for them to be met. Project manager on site once a week, and the developer will be closely involved.

## General Risks

Macroeconomic risks and changes in the general economic outlook, both in the UK and globally, may impact the performance of the Borrower and the property market. Such changes may include (but are not limited to):

Contractions in the UK economy or increases in the interest rates resulting from domestic or international conditions;

Property market fluctuations that will affect market prices for properties;

New or increased government taxes, duties or changes in taxation laws; and

A prolonged and significant downturn in general economic conditions may have a material adverse impact on the Borrower's financial performance.

## Summary

The above risk factors are not exhaustive and they do not purport to be a complete explanation of all the risks and significant considerations involved in lending to the Borrower. Accordingly, and as noted above, additional risks and uncertainties not presently known or that they are currently deem immaterial, may also have an adverse effect on the Borrower's business and prospects.

Loans may not be a suitable investment for all who review this Information Brochure.

Investors should take their own tax advice as to the consequences of making an Loan Offer as well as receiving interest payments from them.

The value of a Loan may go down and you may receive back less than the full amount invested. In extreme circumstances you may not receive any capital back at all. Losses on your capital may arise due to a combination of lower sales prices achieved, a lack of sales and higher costs, inability to raise borrowings or an inability to meet debt payments.

Other than the obligations and other covenants set out in this Document, no representation or warranty, express or implied, is given to the Lenders by the Borrower.

In particular but without limitation, no representation or warranty is given by any such person or entity as to (i) the tax consequences; (ii) the regulatory consequences; and (iii) the business and investment risks associated with acquiring, holding or disposing of the Loans.

# Key Commercial Terms

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The Key Commercial Terms section sets out the main financial terms, parties and Security that forms part of your Loan. You need to familiarise yourself with the Key Commercial Terms and the Loan terms and conditions.

Name of Lender  
[Your name]

Address of Lender  
[Your address]

Email Address of Lender  
[Your email address]

Name Of Borrower  
Harlequin New Homes (Warlingham) Limited

Address Of Borrower  
c/o Cox Costello & Horne, 26 Main Ave,  
Moor Park, HA6 2HJ

Closing Date  
[The closing date as set out on the website]

Commencement Date  
[The commencement date as set out on the website]

Early Repayment Charge  
None

Repayment Date  
18 months from the relevant Commencement Date

Term of Loan  
18 months

Minimum Amount  
£100

Minimum Loan Raise  
N/A

Loan Amount  
(The amount you lend)

Target Loan Raise  
£145,000

Interest Payment Date  
Up to 5 business days from the end of each Interest Period.

Interest Period  
At the end of the term

Interest Rate  
23% gross per annum

Comparable Loan Numbers  
CH1

Loan Reference Number  
(Your loan reference number)

Administration Rate  
0.237% per annum of the Gross Development Value

Gross Development Value  
£4,275,000 for the completed development

The Property  
Chelsham Height, Beech Farm Road,  
Warlingham, Surrey CR6 9QG. Registered  
under HM Land Registry Title no. SY815204

Priority Letter  
B

Security Document(s)

- (1) Second ranking debenture over the assets of the Borrower.
- (2) A second ranking legal charge over the Property).
- (3) A guarantee of the Borrower's obligations from guarantor.

Acceptance Process

The Borrower accepts the Lender's Loan Offer (as such term is defined in the Loan TCs) on the relevant Commencement Date provided that the following conditions are all satisfied:

1. The Borrower has not notified Crowdstacker that it does not wish to proceed with the Loan;
2. Crowdstacker has not withdrawn the Loan transaction with the Borrower from the Platform.

# Loan T&Cs

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## 1. Definitions & Interpretation

1.1. The following words have these meanings in the Loan TCS unless a contrary intention appears:

**DEFINITION** Meaning.

**ACCEPTANCE** the process of acceptance by the Borrower as it is specified in the Key Commercial Terms;

**ADMINISTRATION RATE** the administration rate as set out in the Key Commercial Terms;

**BORROWER** a member of Crowdstacker identified as a Borrower in the Key Commercial Terms;

**BORROWER'S DEBT** all the Borrowers' liabilities to the Lender (and where relevant to the Security Trustee) present, future, actual or contingent and will include (i) Interest (ii) the Loan and (iii) related costs and expenses;

**BORROWER TCS** the borrower terms and conditions that the Borrower agrees to be bound by from time to time when the Borrower accesses and uses the Crowdstacker Platform or otherwise agrees to be bound by from time to time;

**BUSINESS DAY** a day other than a Saturday or a Sunday on which clearing banks are open for business in London;

**CLIENT ACCOUNT** the segregated client account(s) with Crowdstacker for the purpose of holding funds on behalf of the members of Crowdstacker;

**COMMENCEMENT DATE** as defined in the Key Commercial Terms;

**COMPARABLE LOANS** all loans (present and future) made by multiple Lenders to the Borrower which are identified as having Key Commercial Terms with the same Comparable Loans Number as the Loan;

**COMPARABLE LOANS NUMBER** as defined in the Key Commercial Terms;

**CROWDSTACKER** Crowdstacker Limited (UK company registration number 09056449) of Floors 1 & 2, 6 Victoria Street, St Albans, Herts, AL1 3JB;

**CROWDSTACKER PLATFORM** the Crowdstacker Platform operated by Crowdstacker for the purpose of facilitating Loans between Lenders and Borrowers;

**EARLY REPAYMENT CHARGE** as defined in the Key Commercial Terms;

**FINANCIAL COVENANTS** are any financial covenants to which the Borrower has agreed with the Lender or Lenders of Comparable Loan and or with Crowdstacker and / or the Security Trustee (for the benefit of the Lender or Lenders of Comparable Loans) to comply with from time to time;

**GROSS DEVELOPMENT VALUE:** the expected gross development value of the redeveloped Property or each redeveloped Property if more than one;

**INTEREST PAYMENT DATE** as defined in the Key Commercial Terms;

**INTEREST PERIOD** as defined in the Key Commercial Terms;

**INTEREST RATE** as defined in the Key Commercial Terms or varied by clause 8.1;

**KEY COMMERCIAL TERMS** the key commercial terms as set out in the brochure and/or on the Website giving in particular details of the borrower, the commencement date, the interest rate and the interest period, together with the details of the "lender" and the "loan amount" that are specified during the Loan Offer process;

**LENDER** the member of Crowdstacker identified as a Lender in the Key Commercial Terms;

**LENDER TCS** the lender terms and conditions that a lender agrees to be bound by from time to time when a lender accesses and uses the Crowdstacker Platform or otherwise agrees to be bound by from time to time;

**LOAN** the individual loan transaction entered into between the Borrower and the Lender following Acceptance;

**LOAN AMOUNT** the principal amount of the Loan as made in the Loan Offer and accepted by the Borrower;

**LOAN CONTRACT** the loan contract between a lender and the Borrower consisting of the Loan TCS and the Key Commercial Terms which that particular lender has agreed to when entering into that loan contract with its own Loan Reference Number;

**LOAN OFFER** a loan offer which a potential Lender makes on the Crowdstacker Platform or in a written application;

**LOAN SUMMARY** the summary of a particular loan set out on the Crowdstacker Platform;

**LOAN TCS** these loan terms and conditions - version 1/2022;

**MY ACCOUNT** the section of the Crowdstacker Platform which may be accessed by a member of the Crowdstacker Platform using his/her own secure login details;

**PRIORITY LETTER** as defined in the Key Commercial Term;

**PRIORITY COMPARABLE LOANS** all loans (present and future) made by multiple Lenders to the Borrower which are identified as having Key Commercial Terms with the same Comparable Loans Number and Priority Letter as the Loan

**PROPERTY** or **PROPERTIES** as described in the Key Commercial Terms;

**PROPERTY DEVELOPMENT LENDING CONDITIONS** are any property development lending conditions to which the Borrower has agreed with the Lender or Lenders of Comparable Loan and or with Crowdstacker and / or the Security Trustee (for the benefit of the Lender or Lenders of Comparable Loans) to comply with from time to time

**REPAYMENT DATE** as defined in the Key Commercial Terms;

**SECURITY** the security created by any Security Document;

**SECURITY DOCUMENT(S)** the security document(s) effecting security over the assets of the Borrower (and in particular the Property or Properties) or the assets of any other party granted to the Security Trustee and as set out in the Key Commercial Terms before the Commencement Date;

**SECURITY TRUSTEE** Crowdstacker Corporate Services Limited or such other person as is appointed as trustee under the Security Trust Deed;

**SECURITY TRUST DEED** the deed by which the Security Trustee is appointed to hold the Security for the benefit of the Lender and the Lenders of Comparable Loans on the terms set out in that deed;

**WEBSITE** the Crowdstacker website at: [www.crowdstacker.com](http://www.crowdstacker.com)

1.2. In these Loan TCS, unless the contrary intention appears:

1.2.1. the singular includes the plural and vice versa and any gender includes the other gender;

1.2.2. 'person' unless the context otherwise requires includes a natural person, a firm, a partnership, a body corporate, an unincorporated association or body, a state or agency of state, trust or foundation (whether or not having separate legal personality);

1.2.3. a 'natural person' unless the context otherwise requires shall mean a human being, as opposed to a juridical person created by law;

1.2.4. a reference to:

1.2.4.1. a document means that document as amended, replaced or Novated;

1.2.4.2. a statute or other law means that statute or other law as amended or replaced, whether before or after the date of this Loan Contract and includes regulations and other instruments made under it; 1.2.4.3. a clause or schedule is a reference to a clause or a schedule in these Loan TCS; and

1.2.4.4. a month means a calendar month;

1.2.5. where the word 'including' or 'includes' is used, it is to be taken to be followed by the words: 'but not limited to' or 'but is not limited to', as the case requires;

1.2.6. where a period of time is expressed to be calculated from or after a specified day, that day is included in the period;

1.2.7. headings are inserted for convenience and do not affect the interpretation of these Loan TCS.

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## 2. The Loan

2.1. The Key Commercial Terms that govern a Loan Contract are agreed between the Borrower and the Lender during the Loan Offer and Acceptance process.

2.2. Where a Lender makes a Loan Offer which results in an Acceptance by the Borrower this gives rise to a Loan. The date of the Loan Contract shall be the relevant Commencement Date.

2.3. These Loan TCS set out the terms and conditions which apply in respect to a Loan made by the Lender to the Borrower.

2.4. Before Acceptance the Lender will have made payment of the Loan Amount to the Client Account held by Crowdstacker.

2.5. After Acceptance Crowdstacker will pay the Loan Amount from the Client Account to the Borrower within 7 Business Days of the Commencement Date. For the avoidance of doubt Crowdstacker is only obliged to pay from the Client Account what sum it receives in respect of the Loan Amount from the Lender and no more.

2.6. A Borrower may enter into multiple loans with a number of Lenders where all loans are on similar terms.

2.7. The Borrower agrees to comply with the terms of the Borrower TCS, the Financial Covenants and the Property Development Lending Conditions until repayment of the Loan and all Comparable Loans on the Repayment Date or if earlier repayment in full of the Loan and all Comparable Loans.

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## 3. Repayment

3.1. The Borrower agrees to repay the Lender the Loan Amount at the times and in the Instalments if any shown in the Key Commercial Terms and in any event by the Repayment Date.

3.2. The Borrower agrees to make all payments due under the Loan on time.

3.3. If the Borrower is late in paying an interest payment or Instalment, or repaying the Loan Amount the Lender and Crowdstacker will have the rights detailed in clause 9.

3.4. The Borrower will effect repayment of the Loan Amount by crediting the Client Account with the Loan Amount. On receipt of the Loan Amount Crowdstacker will pay the Loan Amount from the Client Amount to the Lender within 8 days of the Repayment Date. For the avoidance of doubt Crowdstacker is only obliged to pay from the Client Account what sum it receives in respect of the Loan Amount from the Borrower and no more.

3.5. All payments by the Borrower will be made without deduction of tax.

3.6. The Borrower and the Lender agree that the indebtedness owed by the Borrower to:

3.6.1. Lenders having Priority Comparable Loans with Priority Letter A will rank in priority to the rights of Lenders having Priority Comparable Loans with Priority Letters B and C;

3.6.2. Lenders having Priority Comparable Loans with Priority Letter B will rank in priority to the rights of Lenders having Priority Comparable Loans with Priority Letter C.

3.7. The Borrower and the Lender agree that:

3.7.1. the rights of Lenders having Priority Comparable Loans with Priority Letter A in respect to all their finance and security documents will rank in priority to the rights of Lenders having Priority Comparable Loans with Priority Letters B and C;

3.7.2. the rights of Lenders having Priority Comparable Loans with Priority Letter B in respect to all their finance and security documents will rank in priority to the rights of Lenders having Priority Comparable Loans with Priority Letter C.

3.8. The Borrower and Lender agree that once Lenders having Priority Comparable Loans with Priority Letter A have been paid pari passu their Loan Amounts and interest in full, the balance of the repayment monies received by the Borrower shall be applied in the following order:

3.8.1. first in repayment pari passu to Lenders having Priority Comparable Loans with Priority Letter B their Loan Amounts and interest in full; and

3.8.2. second in repayment pari passu to Lenders having Priority Comparable Loans with Priority Letter C their Loan Amounts and interest in full.

3.9. Clauses 3.6 to 3.8 do not apply if there are no Priority Comparable Loans, and in such a case the Key Commercial Terms will state "None" in the Priority Letter field.

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#### 4. Interest

4.1. The Borrower agrees to pay the Lender interest on the Loan balance at the Interest Rate.

4.2. Interest on the Loan balance shall accrue daily at the Interest Rate from the Commencement Date to the Repayment Date or if earlier on the date of actual repayment of the Loan.

4.3. Accrued Interest on the Loan balance shall be paid together with Loan balance on

the Repayment Date or if earlier on the date of actual repayment of the Loan.

4.4. If the Interest Payment Date falls on a day which is not a Business Day, it shall instead be paid on the next Business Day in that calendar month if there is one or the preceding Business Day if there is not. 4.5. If the Loan is not repaid in full within 14 days of the Repayment Date, interest shall accrue on the Loan at 2 times the Interest Rate and be immediately due and payable as it accrues.

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#### 5. Administration Costs

5.1. The Borrower agrees to pay Crowdstacker the administration costs at the yearly Administration Rate on the Gross Development Value.

5.2. The Administration costs on the Gross Development Value shall accrue daily at the Administration Rate from the Commencement Date to the Repayment Date or if earlier the date of actual repayment of the Loan and shall be compounded on a monthly basis and add to the outstanding balance until the Loan has been repaid.

5.3. If the Loan is not repaid in full within 14 days of the Repayment Date, the Administration Rate shall accrue on the Loan at 2 times the Administration Rate and be immediately due and payable as it accrues.

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#### 6. Early Repayment

6.1. The Borrower may repay a Loan early (i.e. before the Repayment Date), but it has to repay the entire Loan Amount and the entire loan amount of all Comparable Loans if the Borrower decides to do so.

6.2. Where the Borrower repays a Loan early the Borrower may be subject to paying an Early Repayment Charge to the Lender.

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#### 7. Transfer by Novation

7.1. Each Lender may transfer by novation its right, title and interest in any Loan Contract and all associated rights under the Lender TCS to any other registered Lender on the Crowdstacker Platform and as set out in the Lender TCS and the Borrower TCS.

7.2. The Security Trustee can compel the Lender to transfer by novation its right, title and interest in any Loan Contract and all associated rights under the Lender TCS to the Security Trustee for the purpose of the

Security Trustee taking action to recover the Loan or for protecting the interest of the Lender but only if a Loan goes into default and as set out in the Lender TCS and the Borrower TCS, and the Security Trustee may subsequently assign or transfer all such rights, title and interest in the Loan to a third party for the same purposes.

7.3. The Borrower's rights and obligations under a Loan Contract that have been transferred shall not be adversely affected in any way whatsoever.

7.4. A Borrower shall not be entitled to assign or transfer its rights or obligations under any Loan Contract.

7.5. A transfer by novation shall be effected by electronic means upon the acceptance by the new Lender of an offer by the transferring Lender to sell a Loan Contract in accordance with the transfer provisions as set out on the Website. The new Lender shall make payment of the agreed transfer amount to Crowdstacker who will collect payment on behalf of the Lender in accordance with the transfer provisions as set out on the Website.

7.6. A transfer by novation of the Loan to the Security Trustee shall be effected by such methodology as is determined by the Security Trustee.

7.7. At the time of entry into a transfer by novation (the "Transfer Time") the Borrower and the transferring Lender shall be released from further obligations towards one another under the relevant Loan Contract (being the "Discharged Obligations"). The Borrower and the new Lender shall at the Transfer Time assume those Discharged Obligations towards one another, as if the new Lender's details originally appeared in the Key Commercial Terms in place of the transferring Lender. The new Lender will then become the Lender under that Loan Contract. The Borrower confirms its agreement to these arrangements and waives any requirement for it to be a party to such transfer. A transfer by novation will not otherwise have any effect on the Key Commercial Terms applicable to that Loan Contract.

7.8. At the time of entry into a transfer by novation to the Security Trustee the Borrower and the transferring Lender shall be released from the Discharged Obligations. The Borrower and the Security Trustee shall at that time assume those Discharged Obligations towards one another, as if the Security Trustee's details originally appeared in the Key Commercial Terms in place of the transferring Lender. The Security Trustee will then become the lender under that Loan



Contract. The Borrower confirms its agreement to these arrangements and waives any requirement for it to be a party to such transfer. A transfer by novation will not otherwise have any effect on the Key Commercial Terms applicable to that Loan Contract.

7.9. Any fees charged by Crowdstacker for administering a transfer by novation shall be paid by the relevant Lenders in accordance with the Lender TCS, and the Borrower shall not be liable for any fees in connection with the transfer.

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## 8. Information

8.1. If the Borrower is, or at any time becomes aware of any of the following circumstances, then the Borrower will promptly provide to Crowdstacker full written details of such circumstances, claims or potential claims:

8.1.1. Circumstances (including without limitation any claims, undisclosed liabilities, litigation, arbitration, court proceedings or investigations which are current, threatened, pending or otherwise reasonably likely to occur against the Borrower by any third party) which could or might result in a material adverse change in the Borrower's financial condition, business or assets; and/or

8.1.2. any current or future claim (or potential claim) by HM Revenue & Customs (or any other governmental department or agency or other public body) against the Borrower.

8.2. The Borrower shall, from time to time, on request from Crowdstacker, provide Crowdstacker with such information as it may reasonably require about the Borrower's financial condition, business and affairs, and compliance with the terms of the Loan Contract.

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## 9. Variation

9.1. Notwithstanding any other clause in the Loan TCS, in certain circumstances and in its absolute discretion, Crowdstacker (acting as agent on behalf of the Lenders) may agree with the Borrower, generally if Crowdstacker is approached by the Borrower within 3 months of the Repayment Date, to restructure the Loan and amend the Loan Contract so as to increase the term by one year, with a corresponding increase in the interest rate to 1.5 times the Interest Rate and a corresponding increase in the Administration Rate to 1.5 times the Administration Rate unless otherwise specified in the Key Commercial Terms under the "Loan Variation Term" section.

9.2. For the avoidance of doubt, no such restructuring can take place without the written agreement of the Borrower. The Borrower acknowledges and agrees that Crowdstacker may require additional and/or restated security documentation to be executed by the Borrower (and any third party or guarantor as the case may be), or independent advice to be taken by the Borrower, each as a precondition to any restructuring.

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## 10. Termination Event of Default

10.1. The Borrower agrees that Crowdstacker and /or the Security Trustee may, on the Lender's behalf terminate the Loan and all Comparable Loans on behalf of all Lenders and demand repayment of the full Loan Amount owed by the Borrower under the Loan and each Comparable Loan if:

10.1.1. the Borrower or any guarantor misses, fails to pay or only partially pays any amount that is due under the Loan Contract;

10.1.2. the Borrower has provided false information (including without limitation the purpose for which the loan has been requested) in a way which affects the decision to allow the Borrower to register as a member of Crowdstacker, the decision to list details of the loan on the Website, or the information that is provided to Lenders in contemplation of their lending to the Borrower;

10.1.3. the Borrower has breached the terms of this Loan Contract and/or any other loan contract that it is a party to (including those relating to a different loan on Crowdstacker) and, in respect of other loan contracts only, either notice has been given to the Borrower ending that loan contract or Crowdstacker has reasonable grounds to believe that as a result:

10.1.3.1. the Borrower will also breach the terms of this Loan Contract; or

10.1.3.2. any of the other events of termination stated in this clause will occur;

10.1.4. the Borrower has breached the terms of any Security Document or any Security Trust Deed that it is a party to or any future security which the Borrower has provided to the Security Trustee or for the benefit of the Lender;

10.1.5. the Borrower fails to comply with any provision of the the Borrower TCS and/or the Property Development Lending Conditions (other than a failure to pay);

10.1.6. a petition is presented which is not discharged within 10 business days, 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;

10.1.7. the Borrower ceases to pay its debts or is unable to pay its debts as they fall due or is deemed by legislation, contractually or by a competent court unable or admits its inability to do so or makes a general assignment for the benefit of or a composition with its creditors;

10.1.8. the Borrower ceases to carry on its business or a substantial part of its business;

10.1.9. 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;

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

10.1.11. any person who has provided a guarantee for the Loan or any Comparable Loans breaches the terms of any guarantee or other Crowdstacker document that it is a party to, or disputes or threatens to dispute the enforceability of that guarantee or other document, or suffers or is likely to suffer a material adverse change to their financial position, or Crowdstacker has any reason to believe that a guarantee or security document has become unenforceable, and in any case, a replacement guarantee or security document has not been provided to Crowdstacker's reasonable satisfaction within 14 days of a request from Crowdstacker;

10.1.12. the Borrower (or if any person who has provided a guarantee for the Loan) dies, becomes of unsound mind, becomes bankrupt or makes a voluntary arrangement with anyone that they owe money to;

10.1.13. where the Borrower is a partnership, the composition of the partnership materially, in the reasonable opinion of Crowdstacker, changes following the date of any Loan Contract or any partner dies, becomes of unsound mind, becomes bankrupt or makes a voluntary arrangement with anyone that they owe money to; or

10.1.14. if a claim by HM Revenue & Customs (or any other governmental department of agency or other public body) is, or is reasonably likely to be adversely decided against the Borrower and the Borrower does not meet any payment obligation relating to that claim within the required period;

10.1.15 if the Borrower fails duly to perform or comply with any Financial Covenant or any obligation (other than an obligation to pay principal or interest), including a breach of a covenant or warranty or undertaking under these Loan TCS or any of the Security Documents or any other agreement (including a breach of any Financial Covenant under any loan monitoring agreement or term sheet) to which the Borrower is party that the Security Trustee considers in its sole discretion (acting reasonably) to be a material agreement of the Borrower, and if such breach is (in the reasonable opinion of the Security Trustee) capable of remedy, such failure continues for five Business Days after written notice has been given by the Security Trustee to the Borrower requiring remedy thereof

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## 11. Security & Enforcement

11.1. Where indicated in the Key Commercial Terms, the Security shall be held for the benefit of the Lender and all Lenders of Comparable Loans by the Security Trustee on the terms of the Security Trust Deed.

11.2. If an event of default has occurred under clause 10.1 or under any Security Document the Security Trustee is entitled to enforce the Security on the terms of the Security Trust Deed and or the terms of the Security.

11.3. The Security shall constitute continuing security for the Loan and all other monies and liabilities (including any contingent liabilities) owing or due to or incurred by the Lender in any manner whatsoever.

11.4. All documents comprising the Security must be in form and substance acceptable to both Crowdstacker and its Solicitors in all respects.

11.5. While the Security Trustee retains any part of the Security, the Borrower will not sell or otherwise dispose of, or grant any lease, licence or other interest whatsoever in any subject matter comprised in the Security nor create nor allow to be created any mortgage, charge or other encumbrance thereon nor incur any Indebtedness (save for the Senior Debt), without the prior written consent of Crowdstacker or the Security

Trustee.

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## 12. Waiver

12.1. A waiver of any right under the Loan Contract and Loan TCS is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given or is set out in the Key Commercial Terms.

12.2. Unless specifically provided otherwise, rights arising under the Loan Contract and the Loan TCS are cumulative and do not exclude rights provided by law.

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

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## 13. Severability

13.1. Notwithstanding that the whole or any part of any provision of the Loan Contract or the Loan TCS may prove to be illegal or unenforceable, the other provisions of the Loan Contract or the Loan TCS and the remainder of the provision in question shall continue in full force and effect. In relation to any illegal or unenforceable part of the Loan Contract or the Loan TCS, the parties hereto agree to amend such part in such manner as may be requested from time to time by any of the parties hereto provided that such proposed amendment is legal and enforceable and to the maximum extent possible carries out the original intent of the parties in relation to that part.

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## 14. Representations

14.1. The Borrower confirms that, in entering into this Loan Contract, it has not relied on any representation made by or on behalf of Crowdstacker or any of the Lenders or on any written statement, advice, opinion or information given to the Borrower in good faith by or on behalf of Crowdstacker or any of the Lenders; and has been and will continue to be solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Loan Contract.

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## 15. Restrictions

15.1. In entering into this Loan Contract, the Borrower agrees that it will not borrow any monies from its directors, officers, members, partners, shareholders or any other third party that ranks in priority of recovery to the Loan. In the event that the Borrower does enter into any such loan, the rights to payment of that loan will be subordinated behind the Loan, except to the extent otherwise required by insolvency law.

15.2. In entering into this Loan Contract, the Borrower agrees that it will not enter into any other new borrowing arrangement (or any arrangement having the effect of a borrowing) with any third party where the total amount of external finance raised from third parties would as a result exceed 30% of the total amount lent to the Borrower through the Crowdstacker Platform without the prior written consent of Crowdstacker. Such consent shall not be unreasonably withheld. This clause shall not restrict the Borrower from entering into asset-specific financing or invoice purchasing arrangements.

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## 16. Limited Liability Partnerships

16.1. In the event that the Borrower is a partnership, by entering into the Loan Contract the Borrower makes the following declaration: "I confirm that I am authorised by the partnership to enter into this agreement for and on behalf of the partnership and that I am authorised by the partnership upon entering into this agreement to bind the partnership to the terms of this agreement."

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## 17. Third Parties

17.1. The Borrower and Lender agree that, while Crowdstacker is not a party to the Loan Contract, Crowdstacker may take the benefit of and specifically enforce each express term of the Loan Contract and any term implied under it pursuant to the Contracts (Rights of Third Parties) Act 1999 on behalf of the Lender.

17.2. The records kept by Crowdstacker shall be conclusive of the facts and matters they purport to record except where there is an obvious error.

## 18. Notice

18.1. Any notice or other communication to be given under the Loan Contract or the Loan TCS must be in writing and will be served by delivering it personally or by email and for the attention of the relevant party mentioned below (or as otherwise notified by that party). Any notice will be deemed to have been received:

18.1.1. if delivered personally, at the time of delivery;

18.1.2. in the case of email, at the time of transmission.

18.2. The addresses of the parties for the purposes of Loan Contract or the Loan TCS are as set out in the Key Commercial Terms, or such other address as may be notified in writing from time to time by the relevant party to the other party.

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## 19. Governing Law & Jurisdiction

19.1. The Loan Contract and the Loan TCS and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

19.2. The Lender and the Borrower irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Loan Contract and the Loan TCS or their subject matter or formation (including non-contractual disputes or claims)

# Risk Warning

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The Crowdstacker platform matches businesses looking to borrow with investors looking to invest. Although investing can be rewarding, it may involve a number of risks. If you choose to invest through Crowdstacker, you need to be aware of four important considerations:

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## 1. Loss of capital

All investment involves an element of risk. Past performance of any company, including those with good cash flow and a healthy balance sheet, may not be a good guide to their successful performance in the future. Lending to businesses via bonds, loan notes and peer to peer Loans can lead to a loss of your capital if they default. You should not invest more money than you can afford to lose.

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## 2. Illiquidity

Any investment you make through Crowdstacker will be highly illiquid. There is currently no active secondary market, although investments are transferable if you can find a willing transferee. Even for a successful investment that is being repaid on time, the underlying principal debt you have invested may not be accessible to you until the investment expires. In particular, if you are over the age of 60 at the time of investing you should consider the effect this illiquidity could have on your lifestyle.

## 3. Diversification

Lending to businesses via bonds, Loan notes and peer to peer Loans should be done as part of a diversified portfolio. This means that you should invest small amounts in multiple asset classes as opposed to a large amount in one or a few. You should also invest only a small proportion of your investable capital in this asset class, with the majority of your investable capital invested in safer, more liquid assets. You can further diversify by lending to multiple businesses on the Crowdstacker platform as opposed to just one.

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## 4. Tax

You are responsible for the administering of your own tax affairs, which may include capital gains and income tax. We do not provide tax advice, and you should seek this independently before investing if you are unsure of your position. It is your responsibility to ensure that your tax return is correct and is filed by the deadline and any tax owing is paid on time. If you are unsure how this investment will affect your tax status, you must seek professional advice before you invest.



# CROWDSTACKER®



[www.crowdstacker.com](http://www.crowdstacker.com)



[info@crowdstacker.com](mailto:info@crowdstacker.com)



020 7118 7570



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