

Terms & Conditions - LHX Mortgage Bond

Definitions

"Property"	The property to which the mortgage bond relates
"Company"	The registered proprietor of the Property
"Loan"	Loan in relation to the Property
"Investment Case"	The investment case stating the terms of the Loan
"Bondholders"	LHX Investors in the Loan
"Bonds"	Unsecured bonds of nominal value of £1.00 each created and issued by the Company in exchange for the Loan
"Shareholders"	LHX equity shareholders in the Property
"Term"	12 months from the date of issue

1. You acknowledge and agree that your investment in this Loan (your "Investment") will be via Bonds issued by the Company.
2. For the purposes of your Investment in the Loan, you will be deemed a Bondholder and referred to as such under applicable investment Documentation.
3. The terms of the Loan and the Bonds, as stated in the Investment Case, will be formalised by Bond documents.
4. You hereby acknowledge and authorise LHX, and appoint LHX on your behalf, as your agent, to administer your Investment and to make decisions relating to your Investment in common with all Bondholders.
5. LHX hereby agrees to act, at all times, in the best interests of the Bondholders in relation to their Investments.
6. The Bonds to which your Investment relates are unsecured until any mortgage in favour of a senior lender has been repaid in full.
7. You understand that your ranking is subordinated. A senior lender has a first priority charge over the Property. In the event that security is enforced against the Property, you acknowledge that the senior lender will take priority in relation to any outstanding amounts recovered. In the event that the mortgage in favour of the senior lender has been repaid in full, the bondholders will receive the benefit of a first legal charge over the Property.
8. When you invest, you are committing to your Investment for the duration of the term of the Loan to which your Investment relates. The Loan may be repaid early, on time or late, in full or in parts and the duration of your Investment will reflect the underlying timing of repayment of the loan.
9. You acknowledge that you will not be able to withdraw your Investment before the Loan is repaid.
10. You acknowledge that you will not be able to sell your Bonds on the LHX Exchange.
11. The Bonds are legally transferable between two willing LHX investors by request, subject to approval by LHX, but LHX does not offer any marketplace for trading the Bonds. Interest payments will be made to the legal holder of the bonds at the time of repayment.
12. It is your responsibility to keep your financial circumstances, objectives and appetite for risk under review and to ensure that the Investment meets your investment needs.
13. You confirm that you have read and understood the Loan Key Risks listed in the Investment Case.
14. When you invest, you acknowledge and agree that you are also agreeing to LHX's Investor Terms & Conditions. If there is any discrepancy between these terms and conditions and the Investor Terms & Conditions, these terms and conditions shall prevail.
15. LHX is not responsible for the tax consequences of a client's participation in the Investment.
16. Any payments that you are entitled to receive in respect of your Investment will be made from funds received by LHX from the Company under the terms of the Loan. LHX will manage the distribution of these funds to Bondholders.

17. These Loan Terms and Conditions must be read in conjunction with the Investment Case set out on the LHX website relating to the Loan.

General Terms:

1. You must, if you haven't already, complete our customer registration process suitability requirements so as to qualify as a person to whom our forms of investment are appropriate.
2. Under applicable money laundering regulations, LHX is required to check the identity of its clients. The client acknowledges and agrees that LHX may undertake an electronic search for the purposes of verifying a client's identity.
3. We reserve the right to suspend an investment at any time if we believe there may be fraud, money laundering or any other illegal activity connected with the relevant account or an issue with the legality of promotions in the jurisdiction in which the customer is based.
4. If any provision of these terms, or any part of a provision of these terms, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.
5. A failure or delay in enforcing compliance with any term of these terms shall not be a waiver of that or any other term of these terms.
6. Customer data shall be collected, stored and processed in accordance with our [Privacy Policy](#).
7. We reserve the right to amend/vary these terms from time to time. Your continued use of this service shall constitute your acceptance of any such amendments or variation to these terms.
8. The laws of England shall govern these terms and the parties submit to the exclusive jurisdiction of the Courts of England & Wales.

IMPORTANT

Capital at risk. The value of your investment can go down as well as up. The Financial Services Compensation Scheme (FSCS) protects the cash held in your London House Exchange account, however, the investments that you make through London House Exchange are not protected by the FSCS. In the unlikely event that London House Exchange ran into difficulty, PricewaterhouseCoopers LLP has been pre-engaged to manage the sale of the property portfolio - read more about our Investment Safeguards here. The performance information (including any expression of opinion or forecast) reflects the most up-to-date data at the time of production; publication is made in good faith on the basis of publicly available information or sources believed to be reliable. Past performance and / or forecasts (if stated) are not a reliable indicator of future performance. Interest and/or capital returned may be lower than expected and is not guaranteed. Gross rent, dividends, and capital growth may be lower than estimated. Exiting your investments (on the Exchange, via the 5-year anniversary process or according to targeted strategies) is subject to price and demand. London House Exchange does not provide tax or investment advice and customers are advised to obtain appropriate tax or investment advice where necessary. Financial promotion by London House Exchange Limited (No. 8820870); authorised and regulated by the Financial Conduct Authority (No. 613499). See [Key Risks](#) for further information.