

AGREEMENT AND UNDERTAKING
(For use in the case of both registered and unregistered land)

To be signed by any person (other than the Borrower or a joint Borrower) who has or may require a right to occupy the Property in priority to the Lender as mortgagee.

Additional Loan Account No :
The Occupier :
The Lender : The Co-operative Bank p.l.c. (trading as Platform)
Property :
Folio No :
(if registered)
Mortgage : A mortgage over the Property dated _____
and made between the Borrower and the Lender
Borrower :
Additional Loan : An Additional Loan of which the Lender
proposes to make security of the Mortgage.

I, being a person who is in or may go into occupation of the Property hereby:

- (a) CONSENT to the making of the Additional Loan by the Lender;
- (b) AGREE to the creation of the Mortgage by the Borrower to secure the Additional Loan (together with interest and any other sums payable by the Borrower under the Mortgage);
- (c) AGREE that such rights (if any) (including overriding interests or otherwise) as I may have or acquire to share in or occupy the Property (whether arising from an agreement, statute, common law or otherwise) shall be postponed and be subject to the rights interests and remedies of the Lender as mortgagee;
- (d) UNDERTAKE that if the Additional Loan is made I will not assert or maintain against the Lender as mortgagee of the Property any right interest or claim in equity or by way of overriding interest or otherwise and in the event that the Lender exercises its right to the possession of or to sell the Property, I confirm that I shall immediately vacate the Property;

- (e) AGREE that none of the above shall in any way be affected by the giving of time other indulgence to or any arrangement with the Borrower or any other matter whatsoever;
- (f) ACKNOWLEDGE that the Lender may from time to time assign, charge or otherwise dispose of its interest in the Mortgage without obtaining any further consent from me or the Borrower or giving notice to me or the Borrower and I acknowledge that the terms of this Agreement and Undertaking shall accrue for the benefit of the successors and assigns (whether legal or equitable) of the Lender or persons deriving title through it;
- (g) CONFIRM that I understand the provisions of this Agreement and Undertaking, and ACKNOWLEDGE that the Lender has recommended I take independent legal advice as to its effect.

Dated _____

Signed as a Deed
By the Occupier _____

in the presence of
the Owner _____

Witness _____

Signature _____

Full Name _____

Address _____

Occupation _____

References to the Lender include its successors, assigns and transferees (whether legal or equitable or whether by absolute assignment or by way of novation or by way of security only).