

Confirmation of Independent Legal Advice

In this Confirmation:

“**you**” and “the **Signatory**”, means [name and address] being a person who, either in the capacity as joint borrower or other occupier of the Property may not benefit from the Mortgage, or may be disadvantaged by it.

“**Lender**”, “**we**” and “**us**” means LiveMore Capital Limited of Threeways House, 40-44 Clipstone Street, London, W1W 5DW and any transferee of its rights.

“**Property**” means the property known as [address] Title number [].

“**Mortgage**” means the proposed loan by the Lender secured over the Property.

“**Independent Solicitor**” means [solicitor name], a solicitor working for [Solicitor firm name] at [address], SRA registration number [], a firm which is not acting for the Lender, or for any other borrower in connection with the Loan.

To be completed by you, the individual required to receive independent legal advice:

You confirm that:

- (i) a representative of the Lender has explained to you that you must obtain your own independent legal advice.
- (ii) the Independent Solicitor has explained to you:
 - the Lender's rights and obligations under the terms of the Mortgage;
 - the reason for the requirement of independent advice;
 - the consequences of this Confirmation being given by you.
- (iii) you acknowledge that:
 - the Mortgage deed secures the initial loan and any further loan that the Lender may (but is not obliged to) make, without obtaining any further consent;
 - if the terms of the Mortgage are not complied with, the Lender may, among other things, apply to the courts to take possession of, and sell, the Property;
 - the Lender may from time to time assign, charge or otherwise dispose of its interest in the Property without obtaining any further consent from you; and
 - any successor or transferee of the Lender may rely upon the terms of this Confirmation.
- (iv) you understand the provisions of this Confirmation, and you are giving it (and [if applicable] entering into the Mortgage) freely, without coercion of any kind.

Signed

Signature: _____

Printed name (in capitals): _____

Date _____

Witnessed by the Independent Solicitor:

Signature: _____

Printed name (in capitals): _____

Solicitor's firm name
and address. _____

A large, thick yellow arrow starts from the left edge of the page, curves upwards and to the right, then curves downwards and to the right, ending with a small blue circle at its tip.

To be completed by the Independent Solicitor who has advised the above Signatory of the Confirmation:

To the Lender

I, [name] of [solicitor's firm name and address], certify that:

1. Neither my firm nor I are acting for the Lender, or for any other borrower in connection with the Mortgage.
2. Before the Signatory named above, [name], executed this Confirmation, I explained to the Signatory:
 - the Lender's rights and obligations under the terms of the Mortgage;
 - the reason for the requirement of independent advice;
 - the consequences of this Confirmation being given by the Signatory;
 - that if the terms of the Mortgage are not complied with, the Lender may, among other things, apply to the courts to take possession of, and sell, the Property.
3. I am satisfied that the Signatory understands the nature of the Mortgage documents and the above Confirmation and their consequences and effects.
4. To the best of my knowledge the Signatory has freely executed the above Confirmation (and [if applicable] the Mortgage documentation) without undue influence, coercion or duress or in reliance upon any misrepresentation; and
5. I am satisfied that the person who has executed the above Confirmation (and [if applicable] the Mortgage documentation) has produced reliable evidence to prove their identity.

Signed

Name of Solicitor: _____

Signature of solicitor: _____

Name of solicitor's firm: _____

Date: _____

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