



Registration of a Charge

Company name: **30D WESTBOURNE GARDENS (MV) LTD**

Company number: **08581934**



X2OCKK4B

Received for Electronic Filing: **30/12/2013**

Details of Charge

Date of creation: **18/12/2013**

Charge code: **0858 1934 0004**

Persons entitled: **ZORIN FINANCE LIMITED**

Brief description: **30D WESTBOURNE GARDENS, LONDON W2 5PU**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FLADGATE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8581934

Charge code: 0858 1934 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2013 and created by 30D WESTBOURNE GARDENS (MV) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2013 .

Given at Companies House, Cardiff on 30th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

18 December 2013

LEGAL CHARGE AND LOAN AGREEMENT

Between

30d WESTBOURNE GARDENS (MV) LTD (1)

and

ZORIN FINANCE LIMITED (2)

THIS AGREEMENT is dated

18 December 2013

PARTIES

- (1) 30d Westbourne Gardens (MV) Ltd incorporated and registered in England and Wales with company number 08581934 whose registered office is at 22 Hanover Square, London, W1S 1JP (Borrower).
- (2) Zorin Finance Limited incorporated and registered in England and Wales with company number 07514913 whose registered office is at Haggards Crowther, 19 Heathmans Road, London, SW6 4TJ (Lender).

BACKGROUND

The Lender has agreed to provide the Borrower with a secured term loan facility of £525,000.00

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Advance: the advance of the Loan made by the Lender to the Borrower under this agreement.

Business Day: a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.

Drawdown Date: the date on which the Advance is made, being 18th December 2013.

Event of Default: any event or circumstance listed in Schedule 2.

Facility: the term loan facility made available under this agreement.

Indebtedness: any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint.

Loan: the sum of £525,000.00

Property (Security): 30d Westbourne Gardens, London, W2 5PU. Title number NGL936973.

Borrower: 30d Westbourne Gardens (MV) Ltd.

Lender: Zorin Finance Limited.

Sterling and £: the lawful currency for the time being of the United Kingdom.

Term: 6 months from the date of the Advance, being 18th December 2013 to 17th June 2014.

Clause, schedule and paragraph headings do not affect the interpretation of this agreement.

- 1.2 A reference to this agreement (or any provision of it) or any other document shall be construed as a reference to this agreement, that provision or that document as it is in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms, or with the agreement of the relevant parties.
- 1.3 A reference to a person shall include a reference to an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of that person.
- 1.4 A reference to a statute time, statutory provision or subordinate legislation is a reference to it as it is in force for the being, taking account of any amendment or extension, or re-enactment and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.5 A reference to writing or written includes faxes but not e-mail.
- 1.6 A reference to a document in the agreed form is to that document in the form agreed by the parties and initialled by or on behalf of them for identification (including any alteration which may be so agreed).
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.9 References to a certified copy of a document mean a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the Borrower.
- 1.10 A reference to continuing in relation to an Event of Default means an Event of Default, which has not been waived.

2. THE FACILITY

The Lender grants to the Borrower a secured sterling term loan facility of a total principal amount of £525,000.00 on the terms, and subject to the conditions, of this agreement.

This is an un-regulated loan facility.

3. SECURITY

- 3.1 As a continuing security for the payment and discharge of the Facility, the Borrower with full title guarantee charges to the Lender, by way of a First charge on the Property (Security), title number NGL936973. Such charge shall not be discharged until the Loan and Interest are redeemed in full.
- 3.2 A debenture over the Borrower (being 30d Westbourne Gardens (MV) Ltd).

- 3.3 Personal Guarantees from each of the Shareholders of 30d Westbourne Gardens (MV) Ltd (being John Toygar, Simon Michael Shone and Simon Hudson on behalf of Maximum Vitae Ltd), limited to 20% of the total Loan amount each (being £105,000.00).

4. PURPOSE

- 4.1 The Borrower shall use all money drawn down under this agreement solely for the purposes of refinancing the Property (Security).
- 4.2 The Borrower shall sign a declaration that the purpose of the Loan is in accordance with clause 4.1 above, and as set out in Schedule 4.
- 4.3 The Borrower hereby undertakes to maintain buildings insurance for the Property (Security) until all payments owed by the Borrower to the Lender under this agreement are paid in full.

5. DRAWDOWN

- 5.1 Subject to clause 6, the Borrower shall drawdown the Loan on the Drawdown date.
- 5.2 The amount to be drawn down will be £525,000.00

6. CONDITIONS PRECEDENT

- 6.1 This clause 6 is inserted solely for the benefit of the Lender.
- 6.2 The Lender is not obliged to Advance the Loan until the Lender has received all the documents and evidence and declarations specified in the Schedules to this agreement in the form and containing the information that they require.

7. INTEREST

- 7.1 The Borrower shall pay an interest amount of 18% per annum on the total Loan amount from the Drawdown Date, equating to £47,250.00 (Total Interest for the 6 month Term), the total sum of the Loan and Interest payable on the due date (17st June 2014) being £572,250.00. In addition, and in the event of any delay in the repayment of the said sum of £572,250.00 there shall be added thereto such sum as shall arise under the provisions of clause 7.2.
- 7.2 If the Borrower fails to make payment due under this agreement on the due date for payment and Interest, the Lender will charge interest on the unpaid amount of the sum of £572,250.00 and the interest due on that sum.

The interest rate payable in this instance will be compounded daily at a rate of 18% per annum on any part of the loan and interest still outstanding. The interest sum payable shall therefore be calculated in accordance with this clause in respect of the total number of days that any payment has been outstanding.

8. COSTS

The Borrower shall pay, on demand and on a full indemnity basis, all costs and expenses (together with any value added tax on them) that the Lender incurs in connection with the negotiation and preparation, amendment, extension, alteration, and enforcement of the Loan and/or this agreement, including but not limited to the Lender's solicitors' fees and disbursements.

9. REPAYMENT

- 9.1 The Borrower shall repay the loan specifically via the sale or refinance of the property unless otherwise agreed by the Lender in writing.
- 9.2 The Borrower shall repay the Loan, and Interest payable under clause 7.1, on the next business day following the expiry of the Term or upon completion of the sale or refinance of the Property (Security), whichever comes first.
- 9.3 The Borrower may redeem the Loan and interest due at any time during the term of the Loan and before the end of the Term, subject to the Loan and interest due being repaid in full and in one sum. In this respect, the interest owed shall be calculated pro rata to the number of days the loan has been borrowed but shall not be less than £7,875.00 in the event that the interest owing for the number of days borrowed is less than £7,875.00.

10. PAYMENTS

- 10.1 All payments made by the Borrower under this agreement shall be in Sterling:
- (a) In full, without any deduction, set-off or counterclaim; and
 - (b) In immediately available cleared funds on the due date to the account that the Lender may specify to the Borrower.
- 10.2 Time shall be of essence in making each payment under this agreement.

11. EVENT OF DEFAULT

At any time after an Event of Default has occurred, the Lender may give notice to the Borrower, stating that the Loan, and Interest payable under clause 7.1 and 7.2, (and all accrued interest and all other amounts accrued or outstanding under this agreement) is immediately due and payable or payable on demand. On receiving this notice, the Borrower shall immediately repay the Loan and the Interest under clauses 7.1 and 7.2 and all those other amounts due.

12. SET-OFF

The Lender may apply any credit balance (whether or not it is then due) to which the Borrower is at any time beneficially entitled on any account with the Lender in (or towards) satisfaction of any sum then due and payable (but unpaid) by the Borrower to the Lender under this agreement. If such balances are in different currencies, the Lender may convert either balance at a market rate of exchange for the purpose of the set-off

The Lender is not obliged to exercise any of its rights under this clause, but if the rights are exercised, the Lender shall promptly notify the Borrower of the set-off that has been made.

13. CALCULATIONS, ACCOUNTS AND CERTIFICATES

- 13.1 Any interest, commission or fee under this agreement shall accrue on a day-to-day basis, calculated according to the number of actual days elapsed and a year of 365 days.
- 13.2 The Lender may maintain accounts evidencing the amount the Borrower owes it, in accordance with its usual practice. Entries in those accounts shall be prima facie evidence of the existence and amount of the Borrower's obligations as recorded in them.
- 13.3 If the Lender issues any certificate, determination or notification of a rate or any amount payable under this agreement, it shall be conclusive (in the absence of manifest error) evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.

14. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

- 14.1 Any amendment to this agreement shall be in writing and signed by, or on behalf of, each party.
- 14.2 Any waiver of any right or consent given under this agreement is only effective if it is in writing and signed by the waiving or consenting party. It shall apply only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 14.3 No delay or failure to exercise any right under this agreement shall operate as a waiver of that right.
- 14.4 No single or partial exercise of any right under this agreement shall prevent any further exercise of that right (or any other right under this agreement).
- 14.5 Rights and remedies under this agreement are cumulative and do not exclude any other rights or remedies provided by law or otherwise.

15. SEVERANCE

- 15.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.
- 15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the parties.

16. COUNTERPARTS

This agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

17. THIRD PARTY RIGHTS

A person who is not a party to this agreement cannot enforce, or enjoy the benefit of, any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.

18. NOTICES

18.1 Each notice or other communication required to be given under, or in connection with, this agreement shall be:

(a) In writing, delivered personally or sent by pre-paid first-class letter; and

(b) sent:

(i) to the Borrower at:

Fladgate LLP, 16 Great Queen Street, London, WC2B 5DG

Attention: 30d Westbourne Gardens (MV) Ltd C/O Philip Turner

(ii) to the Lender at:

124 Sloane Street, London, SW1X 9BW

Attention: Luke Townsend

or to any other addresses or fax numbers that are notified in writing by one party to the other from time to time.

18.2 Any notice or other communication given by the Lender shall be deemed to have been received:

(a) if given by hand, at the time of actual delivery; and

(b) if posted, on the next Business Day following the day on which it was despatched by pre-paid first-class post.

(c) if emailed, on the next business day after the email was sent.

18.3 A notice or other communication given on a day which is not a Business Day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next Business Day.

18.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt by the Lender

19. GOVERNING LAW AND JURISDICTION

- 19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.
- 19.2 The parties to this agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 CONDITIONS PRECEDENT & SUBSEQUENT

20. CONDITIONS PRECEDENT

- 20.1 Provision of a duly executed copy of this agreement.
- 20.2 Provision of an assets and liabilities statement for each of the following, (signed and dated by them): John Toygar, Simon Michael Shone and Simon Hudson.
- 20.3 Provision of all Title information relating to the Property (Security)
- 20.4 Provision of comparable evidence to support the value of the Property (Security).
- 20.5 Written details and terms of any other debt secured against the Property (Security) and a redemption statement for the existing First charge secured against the Property (Security).
- 20.6 An undertaking by the Borrower's solicitors to pay the Lender's costs in accordance with clause 8.
- 20.7 Provision of satisfactory company and personal checks relating to the Borrower and John Toygar, Simon Michael Shone and Simon Hudson, including but not limited to: credit reports, company registration documents, articles of association, company accounts and company searches (including any registered charges over the Borrower).
- 20.8 Provision to the Lender of all information required by the Lender to enable it to comply with all "know your customer" or similar identification procedures under all applicable laws and regulations.
- 20.9 Provision of Local Authority, Environmental and Water & Drainage Searches relating to the Property (Security).
- 20.10 Satisfactory bankruptcy checks relating to the Borrower and John Toygar, Simon Michael Shone and Simon Hudson.
- 20.11 Contact details of the Borrower's solicitors.
- 20.12 An undertaking from the existing senior debt provider to provide the Lender's solicitor with the relevant forms to discharge their charge over the Property (Security), upon redemption of their loan.
- 20.13 A declaration signed by John Toygar, Simon Michael Shone and Simon Hudson that they have taken independent legal advice from Fladgate LLP in relation to the Lender's debenture over 30d Westbourne Gardens (MV) Ltd and their legal charge to be registered against the Property (Security).
- 20.14 A declaration signed by the Borrower confirming the purpose of the Loan, as set out in Schedule 4.

- 20.15 A declaration signed by John Toygar, Simon Michael Shone and Simon Hudson confirming that each copy of a document that they have provided to the Lender is correct, complete and in full force and effect as at the Drawdown Date, as set out in Schedule 5.
- 20.16 A declaration signed by John Toygar, Simon Michael Shone and Simon Hudson confirming the Property (Security) is not presently their primary residence and nor shall it be whilst the Loan and interest is outstanding, as set out in Schedule 6.
- 20.17 A declaration signed by John Toygar, Simon Michael Shone and Simon Hudson confirming they have no existing personal guarantees, nor will they sign any future personal guarantees whilst the Lender's Loan and interest is still outstanding, as set out in Schedule 7.
- 20.18 A declaration signed by John Toygar, Simon Michael Shone and Simon Hudson that they are the only shareholders of 30d Westbourne Gardens (MV) Ltd and Maximum Vitae Ltd, as set out in Schedule 8.
- 20.19 Personal Guarantees signed by John Toygar, Simon Michael Shone and Simon Hudson for 20% of the total loan amount (£105,000.00) each, with each of them having been advised independently of each other about the terms and effect of the Personal Guarantees by a different solicitors firm from each other and counter-signed by their advising solicitor.
- 20.20 A debenture over the Borrower.
- 20.21 Provision of the freeholders consent for building works on the Property (Security).
- 20.22 Provision of the planning consent for building works on the Property (Security).
- 20.23 Provision of the building control sign-off for building works on the Property (Security).
- 20.24 Provision of Board Minutes from John Toygar, Simon Michael Shone and Simon Hudson approving the debenture over 30d Westbourne Gardens (MV) Ltd.
- 20.25 Provision of written confirmation from the building's insurers that they have noted the works to the Property (Security).
- 20.26 Provision of any lease agreement relating to any tenants living at the property.
- 20.27 Provision of up-to-date management accounts including service charges relating to the Property (Security).
- 20.28 A certified copy of any other authorisation, document, opinion or assurance which the Lender considers necessary or desirable for (a) entering into this agreement; (b) providing the Loan; or (c) to make this agreement valid and enforceable.

21. CONDITIONS SUBSEQUENT

- 21.1 The Borrower must notify the Lender of any written offers in relation to the sale or refinance of the Property (Security).

21.2 Subsequent to the drawdown, the Borrower must agree with the Lender any new or extended or renewed tenancy agreements before they are put in place.

SCHEDULE 2 EVENTS OF DEFAULT

1. NON-PAYMENT

The Borrower fails to pay any sum payable under this agreement when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date.

2. NON-COMPLIANCE

The Borrower fails (other than by failing to pay) to comply with any provision or Schedule of this agreement and (if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 14 days of the earlier of:

- (a) the Lender notifying the Borrower of the default and the remedy required; and
- (b) the Borrower becoming aware of the default.

3. INSOLVENCY

- 3.1 The Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to pay its debts as they fall due.
- 3.2 The Borrower commences negotiations, or enters into any composition or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties).
- 3.3 A moratorium is declared over any of the Borrower's Indebtedness.
- 3.4 Any action, proceedings, procedure or step is taken for:
 - (a) the suspension of payments, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or
 - (b) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets.
- 3.5 The value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities).
- 3.6 Any event occurs in relation to the Borrower similar to those set out in this paragraph 3.
- 3.7 An event or circumstance referred to in paragraphs 3.1- 3.6 inclusive shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised.

4. DISTRESS

A distress, attachment, execution, expropriation, sequestration or other legal process is levied, enforced or sued out on, or against, the Borrower's assets and is not discharged or stayed within 21 days.

5. ILLEGALITY

All or any part of this agreement becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to have full force and effect.

6. REPUDIATION

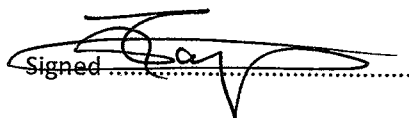
The Borrower repudiates (or show an intention to repudiate) this agreement.

7. MATERIAL ADVERSE CHANGE

Where any event occurs (or circumstances exist) which, in the opinion of the Lender, is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this agreement.

SCHEDULE 3 DECLARATION OF INDEPENDENT LEGAL ADVICE

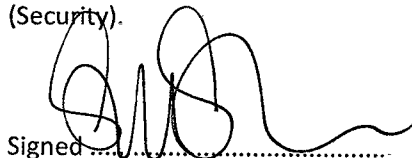
I, **John Toygar**, hereby confirm that I have taken independent legal advice from **Fladgate LLP** in relation to the terms and effect of this agreement and the Lender's debenture over 30d Westbourne Gardens (MV) Ltd and their legal charge to be registered against the Property (Security).

Signed 

Dated 16/12/13

John Toygar (Shareholder, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Michael Shone**, hereby confirm that I have taken independent legal advice from **Fladgate LLP** in relation to the terms and effect of this agreement and the Lender's debenture over 30d Westbourne Gardens (MV) Ltd and their legal charge to be registered against the Property (Security).

Signed 

Dated 16/12/13

Simon Michael Shone (Shareholder & Director, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Hudson**, hereby confirm that I have taken Independent legal advice from **Fladgate LLP** in relation to the terms and effect of this agreement and the Lender's debenture over 30d Westbourne Gardens (MV) Ltd and their legal charge to be registered against the Property (Security).

Signed 

Dated 16/12/13

Simon Hudson (Director, 30d Westbourne Gardens (MV) Ltd and Shareholder & Director, Maximum Vitae Ltd)

I, **Edward Morgan**, hereby certify that I have provided independent legal advice to the above named Borrowers in relation to the terms and effect of this agreement and the Lender's debenture over 30d Westbourne Gardens (MV) Ltd and their legal charge to be registered against the Property (Security).

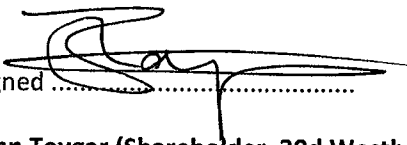
Signed 

Dated 16/12/13

Fladgate LLP

SCHEDULE 4 DECLARATION OF PURPOSE OF LOAN

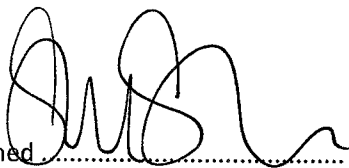
I, **John Toygar**, confirm that the purpose of the loan is solely for the refinancing of the Property (Security), which is an investment/development property i.e. is owned purely for commercial reasons with the intention of trading on for profit.

Signed 

Dated 16/12/13

John Toygar (Shareholder, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Michael Shone**, confirm that the purpose of the loan is solely for the refinancing of the Property (Security), which is an investment/development property i.e. is owned purely for commercial reasons with the intention of trading on for profit.

Signed 

Dated 16/12/13

Simon Michael Shone (Shareholder & Director, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Hudson**, confirm that the purpose of the loan is solely for the refinancing of the Property (Security), which is an investment/development property i.e. is owned purely for commercial reasons with the intention of trading on for profit.

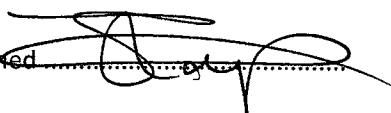
Signed 

Dated 16/12/13

Simon Hudson (Director, 30d Westbourne Gardens (MV) Ltd and Shareholder & Director, Maximum Vitae Ltd)

SCHEDULE 5 CERTIFICATE OF ACCURACY OF DOCUMENTS PROVIDED TO LENDER

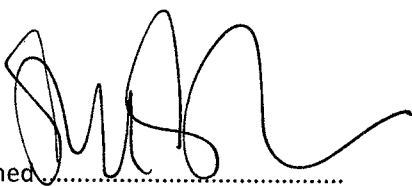
I, **John Toygar**, confirm that each copy document that I have provided to the Lender is correct, complete and in full force and effect, and has not been tampered with in any way by me or by anyone else.

Signed 

Dated 16/12/13

John Toygar (Shareholder, 30d Westbourne Gardens (MV) Ltd)


I, **Simon Michael Shone**, confirm that each copy document that I have provided to the Lender is correct, complete and in full force and effect, and has not been tampered with in any way by me or by anyone else.

Signed 

Dated 16/12/13

Simon Michael Shone (Shareholder & Director, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Hudson**, confirm that each copy document that I have provided to the Lender is correct, complete and in full force and effect, and has not been tampered with in any way by me or by anyone else.

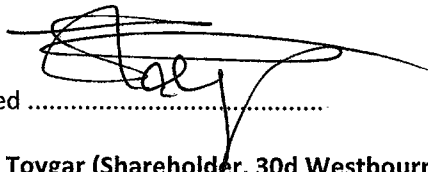
Signed 

Dated 16/12/13

Simon Hudson (Director, 30d Westbourne Gardens (MV) Ltd and Shareholder & Director, Maximum Vitae Ltd)

SCHEDULE 6 DECLARATION OF NON OWNER-OCCUPIED RESIDENCY AT THE PROPERTY (SECURITY)

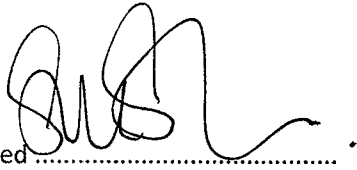
I, **John Toygar**, confirm that I do not live at the Property (Security) and nor will I whilst the Loan and interest are still outstanding. The Property (Security) is not my primary residence nor is it intended to be in the future.

Signed 

Dated 16/12/13

John Toygar (Shareholder, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Michael Shone**, confirm that I do not live at the Property (Security) and nor will I whilst the Loan and interest are still outstanding. The Property (Security) is not my primary residence nor is it intended to be in the future.

Signed 

Dated 16/12/13

Simon Michael Shone (Shareholder & Director, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Hudson**, confirm that I do not live at the Property (Security) and nor will I whilst the Loan and interest are still outstanding. The Property (Security) is not my primary residence nor is it intended to be in the future.

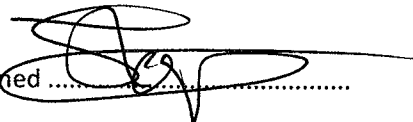
Signed 

Dated 16/12/13

Simon Hudson (Director, 30d Westbourne Gardens (MV) Ltd and Shareholder & Director, Maximum Vitae Ltd)

SCHEDULE 7 DECLARATION OF NO EXISTING PERSONAL GUARANTEES

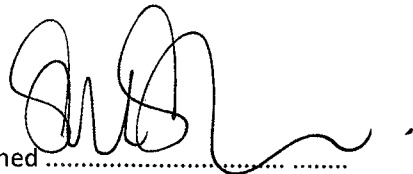
I, **John Toygar**, confirm that I have no existing Personal Guarantees, nor will I enter into any Personal Guarantees with any party or any lending organisation save with the Lender for as long as the Loan and interest or part thereof is outstanding.

Signed 

Dated 16/12/13

John Toygar (Shareholder, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Michael Shone**, confirm that I have no existing Personal Guarantees, nor will I enter into any Personal Guarantees with any party or any lending organisation save with the Lender for as long as the Loan and interest or part thereof is outstanding.

Signed 

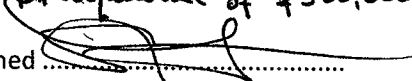
Dated 16/12/13

Simon Michael Shone (Shareholder & Director, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Hudson**, confirm that I have no existing Personal Guarantees ^{same as set out below} nor will I enter into any Personal Guarantees with any party or any lending organisation save with the Lender for as long as the Loan and interest or part thereof is outstanding.

EXISTING PERSONAL GUARANTEE:

Dated 7 August 2013 and made between (1) Simon James Hudson + (2) PLAND Finance Limited in respect of amount of £500,000.

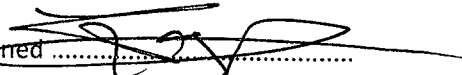
Signed 

Dated 16/12/13

Simon Hudson (Director, 30d Westbourne Gardens (MV) Ltd and Shareholder & Director, Maximum Vitae Ltd)

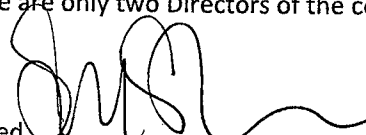
SCHEDULE 8 DECLARATION CONFIRMING THE BORROWER'S SHAREHOLDERS & DIRECTORS

I, **John Toygar**, confirm that there are only 3 shareholders in 30d Westbourne Gardens (MV) Ltd, the first being myself, the second Simon Michael Shone and the third Maximum Vitae Ltd and that there are only two Directors of the company, the first being Simon Michael Shone and the second Simon Hudson.

Signed  Dated 16/12/13


John Toygar (Shareholder, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Michael Shone**, confirm that there are only 3 shareholders in 30d Westbourne Gardens (MV) Ltd, the first being myself, the second Maximum Vitae Ltd and the third John Toygar and that there are only two Directors of the company, the first being myself and the second Simon Hudson.

Signed  Dated 16/12/13

Simon Michael Shone (Shareholder & Director, 30d Westbourne Gardens (MV) Ltd)

I, **Simon Hudson**, confirm that there are only 3 shareholders in 30d Westbourne Gardens (MV) Ltd, the first being John Toygar, the second Simon Michael Shone and the third Maximum Vitae Ltd and that there are only two Directors of the company, the first being Simon Michael Shone and the second myself.

Signed  Dated 16/12/13

Simon Hudson (Director, 30d Westbourne Gardens (MV) Ltd and Shareholder & Director, Maximum Vitae Ltd)

This document has been executed as a deed in the presence of a solicitor and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

30d Westbourne Gardens (MV) Ltd

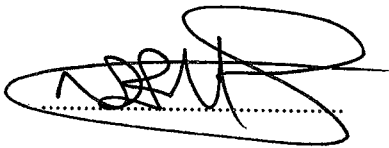
Acting by Simon Hudson, a Director

Acting by Simon Michael Shone, a Director

Acting by John Toygar, a Shareholder

Borrower

I, a qualified solicitor, confirm that this document has been signed in my presence and I have explained the nature and effect of the contents to the Borrower



Name: **Nick Munbr**

Address: **16 GREAT QUEEN ST, LONDON WC2B 5BG**

Occupation: **LAWYER**

Fladgate LLP

Executed as a deed by

ZORIN FINANCE LIMITED

Acting by Luke Townsend, a director

I, a qualified solicitor, confirm that this document has been signed in my presence.

.....

Name:

Address:

Occupation:

Ashley Wilson Solicitors LLP