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In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006.

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable w  
Please see 'How to pay'

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is NOT**  
You may not use this for  
register a charge where  
instrument. Use form M1

FRIDAY



\*S6DL716W\*

SCT

25/08/2017

#140

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 5 0 0 1 0 7

Company name in full Etaireia Holdings Limited

For official use

#### → Filing in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date d 1 d 8 m 0 m 8 y 2 y 0 y 1 y 7

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name Canoas Enterprises Limited

Name Endeavour Limited

Name Somari Sal (Offshore)

Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

# MR01

## Particulars of a charge

4

### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

All and Whole the subjects on the East side of Rosemount Street, Glasgow being the whole subjects registered in the Land Register of Scotland under Title Number GLA199209.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

### Trustee statement <sup>①</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

9

### Signature

Please sign the form here.

Signature

Signature

X

  
Iain Alexander LESLIE, Solicitor

X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Iain Alexander Leslie**

Company name **Leslie and Co.**

Address **Blackrock House**

**2-8 Millar Crescent**

Post town **Edinburgh**

County/Region **Midlothian**

Postcode **E H 1 0 5 H W**

Country **Scotland**

DX

Telephone **0131 447 8182**



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 500107

Charge code: SC50 0107 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th August 2017 and created by ETAIREIA HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2017.

Given at Companies House, Edinburgh on 4th September 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

I, Iain Alexander Leslie, Solicitor, hereby  
certify that this is a true copy.



**LESLIE & CO SSC**  
BLACKROCK HOUSE  
2 - 8 MILLAR CRESCENT  
EDINBURGH  
EH10 5HW  
TEL: 0131 447 8182  
FAX: 0131 447 2274

Canoas Enterprises Limited; Endeavour Limited and Somari Sal (Offshore)  
(The Lender")

Agreement for Secured Loan (Unregulated)

**THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD TAKE LEGAL ADVICE AS TO ITS TERMS. IF THE TERMS OF THIS AGREEMENT ARE BROKEN THE LENDER MAY BE ENTITLED TO REPOSSESS THE PROPERTY AGAINST WHICH THE LOAN IS SECURED AND SELL IT.**

THIS AGREEMENT is made between:

1. Canoas Enterprises Limited, Endeavour Limited and Somari Sal (Offshore) all c/o Leslie & Co SSC Solicitors, Blackrock House 2-8 Millar Crescent, Edinburgh, EH10 5HW ("the Lender"); and
2. Etaireia Holdings Limited incorporated under the Companies Acts (Company Number 500107) and having their Registered Office at 118 Cadzow Street, Hamilton ML3 6HP ("the Borrower")

**OPERATIVE PROVISIONS**

The Lender hereby agrees to advance to the Borrower a loan facility (the "Loan Facility") in the amount specified in clause 1.1 upon and subject to the terms and conditions set out below to be secured by Standard Security over subjects on the East side of Rosemount Street, Glasgow being the whole subjects registered in the Land Register of Scotland under Title Number GLA199209 ("the Property").

Capitalised terms where used in this Agreement are defined in clause 15 save where otherwise stated.

**1 THE LOAN FACILITY  
AND TERM**

- |     |                          |  |
|-----|--------------------------|--|
| 1.1 | The Loan Facility        | TWO HUNDRED AND FIFTY THOUSAND pounds (£250,000) and any further advance made pursuant to clause 14.   |
| 1.2 | Drawing of Loan Facility | The Loan Facility is available for drawing in one amount on or within 14 business days of the date of this Agreement, and in the event that the Loan Facility is not drawn within such period the Lender shall be entitled to cancel this Agreement. |
| 1.3 | The Repayment Date       | The Repayment Date for the Loan is the date falling 12 months from the date of completion of the loan.   |
| 1.4 | Minimum term             | For the purposes of clause 3.2, the minimum term applicable to the Loan is 3 months.   |

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## **2 INTEREST**

### **2.1 Interest Rate**

The Borrower shall pay to the Lender interest on the Loan at a rate of 1.5% per month (£3,750) applied on a **monthly** basis and a 365 day year until the Loan is repaid in full. The is apportioned internally being 1% investor interest per month and 0.5% per month management interest. Interest will be payable on demand after as well as before any judgment and will continue to be charged until the Loan and any outstanding sums due hereunder are repaid in full. The Interest Rate will increase to 2.5% per month for any payments made after the Repayment Date

### **2.2 Timing of interest payments**

Interest of £45,000 shall be retained in advance for the full term of loan. 12 months interest is payable on drawing of the Loan, and, in respect of any subsequent periods, shall be payable on each Interest Calculation Date. Any interest accrued but unpaid shall form part of the Loan. Where there is no date in a month corresponding to the date of this Agreement, interest shall be paid on the last day of that month. Interest will be rebated at 1% per month for unutilised periods, subject to the minimum term.

In the event that the borrower withdraws from this agreement and decides not to proceed with the Facility after executing the Facility Letter and requesting the release of the Facility, the Arrangement Fee will remain due and owing.

## **3 REPAYMENT**

### **3.1 Repayment of Loan**

The Loan and all interest accrued (but unpaid) shall be repaid on or before the Repayment Date.

### **3.2 Early repayment**

Should the Borrower wish to make a repayment of any part of the Loan within the minimum period specified in clause 1.4, the Lender shall be entitled to charge the Borrower an early settlement charge [at its discretion]. No amount repaid under this Agreement may be redrawn by the Borrower.

## **4 FEES AND COSTS**

### **4.1 Fees and costs**

The Borrower shall pay to the Lender:-

- a) a completion fee of £7,500 on or before drawdown of the Loan Facility; broker fee of £2,500 on or before drawdown of the Loan Facility and loan admin fee of £500 deducted on completion.
- b) the Lender's costs incurred in connection with the preparation and entry into this Agreement and the Standard Security (including legal fees of £1,000 (ex vat) and all VAT and disbursements relating thereto);
- c) an exit administration fee of £3,750 and a fee to the Lender's solicitors of £250 plus VAT and registration dues of £60 in respect of the Discharge of the security;
- d) in the event that the Loan is not repaid by the Repayment Date, an extension fee equal to 2% of the Loan (£5,000) will be payable and the Loan shall be extended for a period as agreed between the parties (which fee will be added at the discretion of the lender to and form part of the Loan such fee to be payable on repayment of the Loan); and
- e) in the event that the Loan is not repaid by the end of the extended period a further extension fee (in addition to the fee payable under clause 4.1(d)) equal to 2% of the Loan (which will be added to and form part of the Loan) for each such period thereafter until the Loan is repaid in full, such fees to be payable on repayment of the Loan.
- f) Any extension or further extension to the loan is entirely at the sole discretion of the lender and on such terms and conditions as stated by the lender which will be in writing and signed by the lender and the borrower.

### **4.2 Authorisation to deduct costs**

The Borrower authorises and directs the Lender to deduct from the Loan Facility any amounts payable under clause 4.1(a) and 4.1(b) together with any broker's or similar fees payable in respect of the Loan Facility including any broker fees

### **4.3 Increased costs**

If the Lender is subject to any increased costs by way of imposition of any law or change in taxation as a result of making available the Loan Facility or maintaining the Loan the Borrower shall pay on demand such amount as the Lender shall certify is necessary to compensate the Lender in respect of such increased costs.



## **5 CONDITIONS**

- 5.1 Conditions** The Lender shall be under no obligation to make the Loan Facility available for drawing until it has received the following from the Borrower (in such form as is satisfactory to the Lender):
- a) the duplicate of this Agreement signed by the Borrower;
  - b) the Standard Securities duly executed by the Borrower; and
  - c) appropriate declarations in a form required by the Lender confirming the matters required to exempt the Loan Facility from the provisions of the Consumer Credit Act 1974.
- 5.2 No Event of Default etc** The Lender shall further be under no obligation to make the Loan Facility available for drawing if an Event of Default is occurring or might occur as a result of drawing of the Loan or any of the representations and warranties in clause 9 are untrue with regard to the circumstances then existing.

## **6 PAYMENTS**

- 6.1 Application of payments** Any payments made by the Borrower will be applied first to the payment of interest and secondly to repayment of the principal of the Loan.
- 6.2 Means of payment** All payments shall be paid by such means and into such account of the Lender as the Lender may from time to time notify to the Borrower. Any payment made by cheque and sent to the Lender by post shall be at the Borrower's risk.
- 6.3 No set-off** All payments hereunder shall be made in full without any set off or counterclaim and without any withholding or deduction whatsoever.
- 6.4 Banking days** If any payment to be made under this Agreement would (but for this provision) fall to be made on a day when the banks are not open for general banking business, it shall be made on the next day when the banks are open for general banking business.
- 6.5 Payment of creditors** The Borrower authorises and directs the Lender to apply all or any part of the Loan in repayment of its creditors (whether secured or unsecured) as the Lender may require to perfect or preserve its security.

## **7 EVENTS OF DEFAULT**

### **7.1 Events of Default**

If any of the following events occur:-

- a) the Borrower fails to pay any amount payable under this Agreement on the date payment falls due;
- b) the Borrower breaches any of the other terms and conditions of this Agreement or the Standard Securities, and, where capable of remedy, does not remedy any such breach to the satisfaction of the Lender within 14 days of notice from the Lender to do so;
- c) a receiver or similar officer is appointed over the Properties or any other assets of the Borrower or any steps are taken or proceedings instituted to enforce any security over the Properties or over any other assets of the Borrower;
- d) a judgment or order which is made against the Borrower for payment of any sum exceeding £750.00 is not complied with or satisfied within 7 days or any execution, distress or other process is levied or enforced upon or sued out against any of the Borrower's assets;
- e) if the Borrower is self-employed or a partner in a partnership, the Borrower or any surety ceases or threatens to cease to carry on or disposes or threatens to dispose of its business or a material part of his business;
- f) the Borrower becomes insolvent or is unable to pay his debts within the meaning of section 123 of the Insolvency Act 1986 or commences negotiation with any one or more of his creditors with a view to the general readjustment or rescheduling of his indebtedness or makes a general assignment for the benefit of or a composition with any of his creditors;
- g) a statutory demand pursuant to the Insolvency Act 1986 is served upon the Borrower and is not paid or set aside by order of the Court within 21 days or any bankruptcy order or application for an interim order pursuant to the Insolvency Act 1986 is made against the Borrower or;
- h) any steps are taken to repossess any assets of the Borrower or any surety;

- i) if the Borrower is a partner in a partnership, a statutory or written demand is served on the partnership or any of the partners pursuant to the Insolvent Partnership Order 1994 or a petition is presented to the Court for an administration order in respect of the partnership;
- j) any other indebtedness of the Borrower is not paid when due;
- k) the Borrower dies or becomes mentally incapable;
- l) the Lender discovers that the Borrower has provided incomplete or materially inaccurate or misleading facts or information in its application form or in the course of negotiation of this Agreement, whether to the Lender or any other person involved in the negotiation of this Agreement; or
- m) anything is done which in the reasonable opinion of the Lender may jeopardise the value of the Standard Security as security or the Standard Security becomes void, voidable or unenforceable against the Borrower,

then (and without prejudice to any other rights or remedies which the Lender may have) the Lender may by notice to the Borrower demand immediate repayment by the Borrower of the Loan together with all interest then accrued but unpaid and any other monies due under this Agreement.

## 7.2 Consequences of an Event of Default

Upon the occurrence of an Event of Default (and notwithstanding any provisions of the Standard Security) the Borrower shall not at any time deal with the Properties or any part thereof without the Lender's written consent which may be given or withheld at the Lender's absolute discretion.

## 8 EXPENSES

The Borrower shall indemnify and keep indemnified the Lender on demand against all losses, costs, charges and expenses (including without limitation the Lender's internal management and administrative costs and expenses and all legal costs and disbursements with VAT thereon) incurred by the Lender in consequence of:

- a) any breach of this Agreement by the Borrower;
- b) the occurrence of any Event of Default; and/or
- c) the Lender enforcing or protecting its rights under this Agreement or the Standard Security.

**9 REPRESENTATIONS  
AND WARRANTIES**

**9.1 Representations and  
warranties**

In entering into this Loan Agreement and the Standard Securities, the Borrower represents and warrants to the Lender that:-

- a) the execution and performance of this Agreement does not contravene or breach any agreement or law to which he is subject or which is binding on any of his assets;
- b) there is no mortgage, charge, lien or other encumbrance in the nature of a security interest over the Property;
- c) he is not on short time at work and has not been told he is going to be;
- d) no redundancy notice has been issued to him and he is not aware of any redundancy notice pending;
- e) the information contained in the Borrower's application form is true and accurate in every respect; and
- f) no Event of Default has occurred.

**9.2 Reliance by Lender**

The Borrower acknowledges that the Lender has relied on the representations and warranties made by the Borrower in clause 9.1 above in granting the Loan Facility.

**9.3 Repetition**

The representations and warranties in clause 9.1 are made on drawing of the Loan Facility and deemed repeated on each day when interest is compounded under this Agreement.

**9.4 Agreement to be  
bound**

By their (or their representative's) signatures to this Loan Agreement the parties agree to the terms of the Loan Facility as set out herein.

## **10 UNDERTAKINGS ETC.**

### **10.1 Undertakings**

The Borrower undertakes:-

- a) immediately to inform the Lender upon it becoming aware of the occurrence of an Event of Default;
- b) to maintain appropriate insurance for the Property in accordance with the terms of the Standard Security;
- c) not to create or permit to subsist any charge, lien or other encumbrance in the nature of a security interest over the Property;
- d) if the Borrower is self-employed or is a partner in a partnership to comply with all licences, permits or any applicable laws, regulations or other legal requirements which relate to him, his business or the assets of his business;
- e) if the Borrower is self-employed or is a partner in a partnership not to make any material change in the nature of his business as presently conducted; and
- f) not to dispose of all or a substantial part of his assets except with the prior written consent of the Lender (and other than in the ordinary course of business).

### **10.2 Confirmations**

The Borrower confirms and acknowledges that:

- a) he has read and understood the terms and conditions of the Loan Agreement and the Standard Securities and that he has been recommended by the Lender to take independent legal or other professional advice as appropriate on the contents hereof and in respect of the transaction generally;
- b) the only financial facility offered by the Lender is the Loan Facility and that the Lender has not offered any other financial facilities, whether by way of a further or third party re-mortgage or any other kind, nor have any representations of any other facilities been made by anyone acting on behalf of the Lender;
- c) any valuation or survey which has been undertaken is solely for the purpose of assessing the security offered and the Lender bears no responsibility for the accuracy (or otherwise) of the valuer's valuation of the Properties;

- d) the Borrower has not relied on any oral or written statement, advice, opinion or information given by or on behalf of the Lender in entering into this Agreement or in relation to the Loan Facility;
- e) he is aware that the Properties are at risk if the Borrower does not comply with the terms and conditions of this Loan Agreement or the Standard Security; and
- f) the Standard Securities secure all the liabilities of the Borrower to the Lender of whatsoever nature and whensoever arising.

**10.3 Continuance**

The undertakings and confirmations in this clause 10 shall remain in force until the Loan is repaid in full.

**11 NOTICES**

Any notice or demand to the Borrower under this Agreement shall be treated as having been received by the Borrower if delivered by hand or sent by post to or left at the Property (and where that definition comprises two properties, the first named) or the Borrower's current or last known address. Any notice or demand so served shall be treated as having been received, if delivered by hand, when delivered or, if posted, 2 days after being posted (except where that would be deemed receipt on a Sunday or public holiday in which case it shall be deemed to be received on the next working day).

**12 ASSIGNMENT**

**12.1 Lender's assignment**

The Lender may at any time without the Borrower's consent assign or otherwise transfer its rights and benefits under this Agreement. The Lender may at any time without the Borrower's consent sub-charge its rights and benefits under this Agreement.

**12.2 Borrower's assignment**

The Borrower may not assign or transfer any of its rights or obligations under this Agreement.

**13 GENERAL**

**13.1 Lender's rights**

Any relaxation, time or indulgence that the Lender may grant to the Borrower shall not prejudice or affect the Lender's rights under this Agreement nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof. The rights and remedies of the Lender provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

- 13.2    **Unenforceability**                      If at any time any one or more of the provisions of this Agreement becomes unenforceable, invalid or illegal in any respect, the enforceability, validity or legality of the remaining provisions of this Agreement shall not be affected or impaired.
- 13.3    **Entire agreement**                      This Agreement supersedes and replaces all prior agreements or arrangements between the Lender and the Borrower in respect of the Loan Facility, and the Lender has no liability in respect of any oral or written statements made to the Borrower or any of its officers, employees or agents.
- 13.4    **Waiver**                                      No waiver shall be effective unless it is in writing.
- 13.5    **Rights of Third Parties**                      A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 13.6    **Governing law**                              This Agreement shall be governed by and construed in accordance with Scots law.
- 14       GENERAL ADVANCES**                      Any further advances made at the sole discretion of the Lender will be deemed made on the same terms and conditions as hereinbefore set out. The monthly period for compounding of interest will commence on the date of the further advance and will be calculated separately from the initial advance. However, for the purposes of calculating the amount due and owing, the initial advance and any further advances will be treated as one account.
- 15       INTERPRETATION**
- 15.1    **Joint Borrowers**                              In the case of joint Borrowers each shall be liable individually and jointly for all the obligations of the Borrower under this Agreement and the Standard Security. Every reference to the Borrower shall (as the context so admits) be to each or all of such joint Borrowers so that any event referred to in this Agreement shall be deemed to have happened if it happens in relation to any or either one of them.

## 15.2 Interpretation

In this Agreement references to:-

- a) an "Event of Default" means any of those events set out in clause 7.1;
- b) "Interest Calculation Date" means each date on which interest is calculated in accordance with clause 2.2;
- c) the "Interest Rate" means the rate as determined in accordance with clause 2.1;
- d) the "Lender" shall include its successors or assignees;
- e) the "Standard Security" means the Standard Security of even date over the Property in the Lender's standard form granted by the Borrower to the Lender;
- f) the "Loan" means the total amount of the Loan Facility drawn down or as the context requires the outstanding balance thereof from time to time;
- g) the "Repayment Date" means the date referred to in clause 1.3;
- h) the "Term" means the period from drawdown of the Loan Facility to the Repayment Date;
- i) where the context so admits words importing one gender only or neuter include all other genders and words in the singular include the plural and vice versa;
- j) clauses are to the clauses of this Agreement;
- k) headings are included for convenience only and shall be ignored in its construction; and



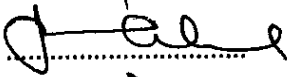
- i) references to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision.

16 The parties hereto consent to registration of these presents for preservation and execution.

**THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT AND ONLY SIGN IF YOU INTEND TO BE BOUND.**

For and on behalf of  
The Lender

CANVAS ENTERPRISES  
ENDEAVOUR LTD  
SOMARI SAL (Offshore)



IAIN ALEXANDER LESLIE  
(authorised signatory)  
2-8 Miller Crescent  
Edinburgh EH10 5HW

For and on behalf of  
The Borrower

BARON BLOOM  
(full name and designation)

DIRECTOR

Eleanor Hendren (Witness)

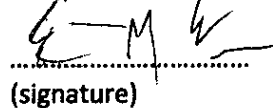
Full name: ELEANOR HENDREN

Address: BLACKROCK HOUSE

2-8 Miller Crescent  
Edinburgh EH10 5HW

Date: 8 AUGUST 2017

Independent Witness:



(signature)

Full name: EVA-MANA WURZER

Address: ZEURZ 65

ALBERNDORF 4211 AUSTRIA

Date: 2ND AUGUST 2017

## DECLARATION FOR EXEMPTION RELATING TO BUSINESSES

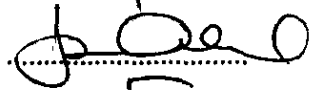
We are entering this agreement wholly or predominantly for the purposes of a business carried on by us or intended to be carried on by us.

We understand that we will not have the benefit of the protection and remedies that would be available to us under the Consumer Credit Act 1974 if this agreement were a regulated agreement under that Act.

We understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the creditor and the debtor is unfair to the debtor.

We are aware that, if we are in any doubt as to the consequences of the agreement not being regulated by the Consumer Credit Act 1974 we should seek independent legal advice.

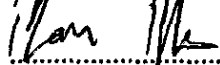
For and on behalf of  
The Lender



Iain Alexander Leckie  
(authorised signatory)  
2-8 Miller Crescent  
Edinburgh EH10 5HW

CANVAS ENTERPRISES  
ENDEAVOUR LTD.  
SONARI - SAL (Offshore)

For and on behalf of  
The Borrower



(signature)

BARON BLOOM  
(full name and designation)

DIRECTOR

~~Eleanor Hendren~~ (Witness)

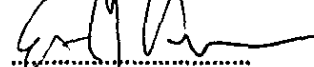
Full name: ~~ELEANOR HENDREN~~

Address: ~~Blackrock House~~

~~2-8 Miller Crescent~~  
~~Edinburgh EH10 5HW~~

Date: ~~8 August~~ 2017

Independent Witness:



(signature)

Full name: <sup>MARIA</sup> EVA SWURZER

Address: ~~ZEURZ 65~~

~~ALBENDORF 4211 AUSTRIA~~

Date: ~~2nd AUGUST~~ 2017