



**SIGNATURE**  
HERITAGE

**SPI The Lanyon**  
The Agreement

**DATED 15th November 2018**

Between

**(1) Signature Heritage (Belfast) Limited 'The Borrower'**

and

**(2) Mr Guillaume Brebion**

**'The Lender'**

**THIS LOAN AGREEMENT** is dated and made on the **15th November 2018**

**BETWEEN:**

- (1) **Signature Heritage (Belfast) Limited** (the "Borrower") with company number **11620008** and registered address of Kingsway House, Hatton Garden, Liverpool, Merseyside, L3 2AJ and
- (2) **Mr Guillaume Brebion**  
(the "Lender") of **Buttar Court, Flat 2, 37 Triq San Frangisk St Paul'S Bay, SPB3373, Malta**

**NOW IT IS HEREBY AGREED** as follows:

**BACKGROUND**

The Lender has agreed to provide the Borrower with a loan of **\$20,000.00** on a secured basis (the "Loan").

**1. Definitions and Interpretation**

1.1 In this agreement: -

<b>"Advance"</b>	means an advance made or to be made by the Lender to the Borrower under this Agreement;
<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>"Commencement Date"</b>	means <b>16th November 2018</b> <b>THIS IS DEPENDENT ON FULL FUNDS BEING RECEIVED BY THE 15TH NOVEMBER 2018</b>
<b>"Event of Default"</b>	means any event or circumstance as specified in clause 11;
<b>"Repayment Date"</b>	Means 14 <sup>th</sup> November 2019;
<b>"Finance Documents"</b>	means this agreement, the Security Documents and any other document designated as such by the Lender and the Borrower;

<b>“Potential Event of Default”</b>	means any event or circumstances which would, on the giving of notice, expiry of any grace period or making of any determination under this Agreement, become an Event of Default;
<b>“Repayment Date”</b>	Means the dates specified in clause 5 and Schedule 1;
<b>“Security”</b>	means any mortgage, debenture, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, title retention or any other type of arrangement having a similar effect to any of them;
<b>“Security Documents”</b>	means the documents attached under Schedule 2;
<b>“Tax Deduction”</b>	means a deduction or withholding for, or on account of, Tax from a payment under the Finance Documents;
<b>“Unpaid Amount”</b>	means any sum or amount which is not paid on the due date for its payment under this Agreement;
<b>“Warranties”</b>	means the Representations and Warranties set out at clause 10.

- 1.2 Any reference in this agreement to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in this agreement are for convenience only and shall not affect their interpretation.

## **2. The Facility**

Subject to and in accordance with this agreement the Lender agrees to lend to the Borrower the principal sum of **\$20,000.00** on **15th November 2018** (the “Loan Date”).

## **3. Purpose**

- 3.1 The Borrower shall use all sums borrowed by it under this agreement for any related operational expenses with respect to the redevelopment of the site situated at Crumlin Road Courthouse, 94-100 Crumlin Road Belfast BT14 6AR.
- 3.2 The Lender is not obliged to monitor or verify how any amount under this agreement is used.

## **4. Interest**

- 4.1 The Loan shall bear interest for the term of the loan at a rate of **10** percent and repaid as set out in Schedule 1.
- 4.2 In the event of a default the aforesaid interest rate shall apply to the total of principal and interest due at the time of default.

## **5. Repayments**

- 5.1 The Borrower shall repay the Loan in full by way of a single repayment on the

Repayment Date as set out in Schedule 1.

5.2 Additional bank transaction and receiving charges may be incurred by the Lender in certain jurisdictions on receipt of repayments.

5.3 The Borrower is not liable for any Tax Deduction on interest payments. The Lender is recommended to obtain independent tax advice in their country of jurisdiction in relation to any interest receivable arising under these arrangements.

## **6. Re-borrowing**

The Borrower may not re-borrow any part of the Loan which has been repaid.

## **7. Payments**

All payments made by the Borrower to the Lender under this agreement shall be made in full without set-off and paid on the due date for that payment in the currency received from The Lender and to the account of the Lender at **Barclays**

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or any other account in the name of the Lender.

## **8. Value Added Tax**

All consideration expressed to be payable under a Finance Document by the Borrower to the Lender shall be deemed to be exclusive of any VAT.

## **9. Security**

The Borrower agrees to secure the repayment of the Loan by executing those security documents attached hereto as Schedule 2 (the "Security Documents") and shall deliver the Security Documents on the Commencement Date.

## **10. Representations and Warranties**

The Borrower represents and warrants as follows:

10.1 The Borrower is a duly incorporated company validly existing under the law of its jurisdiction of incorporation; and The Borrower has the power to use its assets and carry on its business as it is being conducted, and to execute, deliver and perform its obligations under the Finance Documents and the transactions contemplated by them.

10.2 The Borrower has taken all necessary action and obtained all required or desirable consents to enable it to execute, deliver and perform its obligations under this agreement and to make this agreement admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.

10.3 The information, in written or electronic format, supplied by the Borrower to the Lender in connection with the Facility and this agreement was, at the time it was supplied, to the best of the Borrower's knowledge:

10.3.1 complete, true and accurate in all material respects at the time it was supplied; and

10.3.2 not misleading in any material respect, nor rendered misleading by a failure to disclose other information, except to the extent that it was amended, superseded or updated by more recent information supplied by the Borrower to the Lender.

10.4 Each set of financial statements delivered to the Lender by the Borrower were prepared in accordance with consistently applied accounting principles, standards and practices generally accepted in its jurisdiction of incorporation and present the Borrower's financial condition and operations during the

relevant accounting period fairly and accurately.

- 10.5 No litigation, arbitration or administrative proceedings are taking place, pending or, to the Borrower's knowledge, threatened against it or any of its assets.
- 10.6 No Event of Default has occurred, is continuing or will occur when an Advance is made.
- 10.7 There has been no material adverse change in the business or financial condition of the Borrower since the date of this agreement.

## **11. Events of Default**

The Loan plus accrued interest shall (subject to the service of notice from the Lender to the Borrower) become immediately due and payable by the Borrower, in so far as remaining unpaid, if an Event of Default occurs.

Each of the events or circumstances set out below is an Event of Default.

- 11.1 The Borrower fails to pay any sum payable by it under the Finance Documents when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within 30 days Business Days of its due date.
- 11.2 The Borrower fails (other than a failure to pay) to comply with any provision of the Finance Documents and (if the Lender considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 30 days of:-
  - 11.2.1 the Borrower becoming aware of the default; or
  - 11.2.2 the Lender notifying the Borrower of the default and the remedy required, whichever is the earliest.
- 11.3 Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, the Finance Documents is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made.
- 11.4 Any indebtedness of the Borrower is not paid when due; or
  - 11.4.1 any indebtedness becomes due, or capable of being declared due, prior to its stated maturity by reason of default; or
  - 11.4.2 any expropriation, attachment, sequestration, distress, execution or enforcement of Security affects any of the Borrower's assets.
- 11.5 Any action, proceedings, procedure or step is taken in relation to:
  - 11.5.1 the suspension of payments, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or
  - 11.5.2 the appointment of a liquidator, receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets.
- 11.6 Any Security on or over the assets of the Borrower becomes enforceable and is not discharged within 30 days of enforcement commencing.
- 11.7 Where any event occurs (or circumstances exist) which, in the reasonable opinion of the Lender, is likely to materially and adversely affect the ability of the Borrower to perform all or any of its obligations under, or otherwise comply with, the terms of the Finance Documents or any of them.

## **12. Assignment and Transfer**

The Borrower may not assign any of its rights or obligations under the Finance Documents.

## **13. Remedies, Waivers, Amendments and Consents**

- 13.1 Any amendment to this agreement shall be in writing and signed by or on behalf of each party.
- 13.2 Any waiver of any right or consent given under this agreement is only effective if it is in writing and signed by the waiving and consenting party and applies only in the circumstances for which it is given.
- 13.3 No delay or failure to exercise any right under this agreement shall operate as a waiver of that right.
- 13.4 No single or partial exercise of any right under this agreement shall prevent any further exercise of the same or any other right under this agreement.
- 13.5 Rights and remedies under this agreement are cumulative and not exclusive of any other rights or remedies provided by law or otherwise.

## **14. Severance**

If any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this document and the remainder of the provision in question shall not be affected thereby.

## **15. Third Party Rights**

A person who is not a party to this agreement shall have no rights under this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **16. Communications**

- 16.1 All communications between the parties about the loan shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by fax or e-mail:
  - 16.1.1 (in the case of communications to the Lender) to its registered office or such changed address as shall be notified to the Borrower by the Lender; or
  - 16.1.2 (in the case of the communications to the Borrower) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Borrower set out in any document which forms part of the contract or such other address as shall be notified to the Lender by the Borrower.
- 16.2 Communications shall be deemed to have been received:
  - 16.2.1 if sent by pre-paid first-class post, two Business Days after posting (exclusive of the day of posting); or
  - 16.2.2 if delivered by hand, on the day of delivery; or
  - 16.2.3 if sent by fax or e-mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 16.3 Communications addressed to the Lender shall be marked for the attention of **Mr Guillaume Brebion**

## **17. Governing Law and Jurisdiction**

This Deed shall be governed by, construed and enforced in accordance with the law

of England and Wales to the jurisdiction of which the parties hereto submit.

**IN WITNESS OF WHICH** the parties have signed this agreement the day and year first above written.

*Lawrence Kenwright*

Signed by for and on behalf of the  
Signature Heritage (Belfast) Limited

*Guillaume BREBION*  
Guillaume BREBION (Nov 15, 2018)

Signed by Lender  
**Mr Guillaume Brebion**

## SCHEDULE 1

### Repayment Schedule

Loan Amount:	<b>\$20,000.00</b>
Gross Interest Payable:	<b>\$2,000.00</b>
Commencement Date:	<b>16th November 2018</b>
Advance Interest Date:	<b>15th December 2018</b>
Repayment Date:	<b>14th November 2019</b>

**SHOULD FULL FUNDS NOT BE RECEIVED BY THE 15TH NOVEMBER 2018 THIS CONTRACT SHALL BE DEEMED NULL AND VOID**

Note: Funds for this investment have been transferred by the Lender to TTT MoneyCorp Limited at the request of Signature Heritage (Belfast) Limited for foreign exchange efficiency purposes.

USD Account Name: TTT Moneycorp Ltd USD Account  
Account Number – 88430900    Sort Code – 20-06-05  
BIC – BARCGB22  
IBAN: GB42 BARC 2006 0588 4309 00  
Bank Name: Barclays UK PLC  
Bank Address: 1 Churchill Place, London, E14 5HP, United Kingdom  
Please quote reference CK5900557114KC



**SCHEDULE 2**

**DATED 15th November 2018**

**DEED OF GUARANTEE**

Between

**(1) Signature Living Hotel Ltd**

and

**(2) Mr Guillaume Brebion**

**THIS DEED IS MADE the 15th November 2018**

**BETWEEN:**

(1) Signature Living Hotel Ltd (the “Guarantor”) with company number 08124207 and registered address of Kingsway House, Hatton Garden, Liverpool, Merseyside, L3 2AJ.

and

(2) **Mr Guillaume Brebion**  
(the “Lender”) of **Buttar Court, Flat 2, 37 Triq San Frangisk**  
**St Paul'S Bay, SPB3373, Malta**

**BACKGROUND**

- (1) The Lender has agreed to loan sums to the Borrower pursuant to the Loan Agreement.
- (2) The Lender has requested credit support in respect of the Borrower’s liability to the Lender from time to time under the Loan Agreement, and the Guarantor has accordingly agreed to enter into this Guarantee.

**IT IS AGREED:**

**1. Definitions and Interpretation**

<b>Borrower</b>	Shall mean Signature Heritage (Belfast) Limited with company number 11620008 and registered address of Kingsway House, Hatton Garden, Liverpool, Merseyside, L3 2AJ.
<b>Guaranteed Obligations</b>	Shall mean all present and future payment obligations of the Borrower, incurred or owing by the Borrower to the Lender under the Loan Agreement.
<b>Loan Agreement</b>	Shall mean a Loan Agreement between the Lender and the Borrower, dated on or about the date of this Agreement
<b>Date of Termination</b>	Shall mean the date when all obligations of The Lender to The Borrower as defined by The Loan Agreement have been met in full.

Where the context admits, the singular shall include the plural and vice versa, and words imputing one gender shall include the other genders.

**2. Guarantee**

2.1 In consideration of the Lender entering into the Loan Agreement, the Guarantor

hereby guarantees prompt payment to the Lender of the Guaranteed Obligations, whenever the Borrower does not pay any of the Guaranteed Obligations when due, save that the obligation of the Guarantor under this Agreement shall not exceed a maximum amount of the total amount loaned by the Lender, plus any unpaid interest accrued.

- 2.2 The Guarantor as principal obligor, and as a separate obligation to the guarantee set out in Clause 2.1, will indemnify and keep indemnified the Lender against all actions, claims, demands, expenses, and liabilities, including but not limited to all solicitor's costs and disbursements which the Lender shall become liable for or be subject to, arising out of or in connection with the breach by the Borrower of the Loan Agreement, save that the maximum amount payable under this Agreement shall not exceed the limit stated in Clause 2.1 above.

### **3. Continuing Security**

This guarantee is a continuing guarantee (subject only to termination as mentioned below) and shall cover the ultimate balance from time to time owing to the Lender by the Borrower in respect of the Guaranteed Obligations.

### **4. Waiver**

The Guarantor accepts that liability hereunder shall not be affected

- 4.1 by any extension of time or other forbearance granted to the Borrower, or
- 4.2 by the release or modification of any security or the release of any guarantor, whether or not notice shall be given to the Guarantor, or
- 4.3 by the neglect or failure of the Lender to take any action with respect to any security, right, obligation endorsement or guarantee which it may at any time hold, or
- 4.4 by any change by the Borrower in the former manner of doing business, whether by incorporation, merger, partnership formation or otherwise, or
- 4.5 by any intermediate payment of the Guaranteed Obligations, whether in whole or in part.

### **5. Borrower's Bankruptcy or Liquidation**

The Guarantor undertakes that this guarantee shall remain in full force and effect, notwithstanding that

- 5.1 the Borrower becomes bankrupt or enters into liquidation, either compulsorily or voluntarily, and the trustee in such bankruptcy or liquidator disclaims this Agreement, or
- 5.2 the Borrower is dissolved or ceases to exist.

### **6. Lender Protections**

- 6.1 The liability of the Guarantor shall be unaffected by any arrangements which the Lender may make with the Borrower or with any other person or any other act (including, without limitation, any modifications or variation to the terms of this Agreement or the Loan Agreement) which but for this provision would or

might operate to diminish or discharge the liability of or otherwise provide a defence to the Guarantor.

- 6.2 The Guarantor acknowledges that this guarantee shall not be revoked by his death or bankruptcy or liquidation, or by any forbearance from the Lender, nor his heirs, successors, or assigns.
- 6.3 The Guarantor agrees that notwithstanding any invalidity, illegality, unenforceability or frustration of any liability or obligation of the Borrower in connection with the Guaranteed Obligations, such liability or obligation shall nevertheless be an obligation of the Guarantor as though the same had been incurred or assumed by the Guarantor and the Guarantor was the sole or principal obligor.
- 6.4 The Guarantor may be held liable by the Lender for any default of the Borrower under the Loan Agreement, notwithstanding that the Lender may not have exhausted all its remedies against the Borrower.

## **7. Interest**

The Guarantor shall pay interest on any amount owing under this Agreement at the rate of 4% per annum above the Bank of England base lending rate from time to time, such interest to accrue on a daily basis.

## **8. Payments**

All monies payable by the Guarantor hereunder shall be paid in full to the Lender without any set-off in respect of monies owing by the Lender to the Borrower or to the Guarantor.

## **9. Assignment by the Lender**

- 9.1 The Lender may not assign, transfer or allow other parties to participate in the benefit of the whole or any part of this Agreement.
- 9.2 The Guarantor may not assign any of the rights or obligations under this Agreement.

## **10. Termination of the Guarantee**

- 10.1 This guarantee shall cease to apply to all monies, debts and liabilities due or owing from the Borrower to the Lender, pursuant to the Loan Agreement after the date of termination.
- 10.2 Notwithstanding such termination, this guarantee shall continue to apply to all monies, debts and liabilities due or owing from the Borrower to the Lender, pursuant to the Loan Agreement prior to the date of termination.

## **11. Applicable Law and Jurisdiction**

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.

**IN WITNESS OF WHICH** the parties have signed and delivered this Deed on the day and year first above written.

EXECUTED as a Deed by  
**SIGNATURE LIVING HOTEL LIMITED**

acting by or behalf of:

*Lawrence Kenwright*

.....  
Signature

EXECUTED as a Deed by;

**Mr Guillaume Brebion**

*Guillaume BREBION*

Guillaume BREBION (Nov 15, 2018)

.....  
Signature