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NOTICE OF INTEREST:

Order asked for;

1. The application of the 1st and 4th defendants is dismissed by summary judgement under CPR 24 in accordance with CPR 3.4 (2)

"(2) The court may strike out^(GL) a statement of case if it appears to the court – (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim;"

1.1. The defendants have admitted in point 2 that

"...The reasons why the Amended Particulars ought to be struck out or summarily dismissed are matters of law or practice rather than matters of fact...", and

1.2. in point 7 have admitted the intention of the Agreement for Sale was

"...each room or unit within the blocks would be sold to an investor [myself in the case of Unit 609, Austin Hall] who would be entitled to the rent generated by the rooms in the ordinary way. Further the investors would be entitled to a guaranteed rent for the 5 years from practical completion...", and

1.3. in point 7 admitted the Agreement for Sale included the granting of a 999 year lease to the investor [myself in the case of Unit 609], and

1.4. in point 9 admitted that myself (and partner at that time) enter into the Agreement for Sale on the 23 June 2014, and

1.5. in point 10d. that the management agreement required 1 months notice to be excluded from in accordance with the terms of my Agreement For Sale, and

1.6. in point 14 D1 claims that PSD executed a Secured Deposit Deed, but fails to bring to the courts attention;

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- 1.6.1.** That the SDD was in breach of the terms of my Agreement For Sale as detailed in my Reply to Defences 56.1 through 56.1.2.1.1.7, and
- 1.6.2.** D1 and D4 have not provided any evidence a Rental Guarantee Deposit Account was ever set up in accordance with my Agreement for Sale,
- 1.6.2.1.** The only evidence having been provided by D5 of an "account" (as in a nominal ledger account for accounting purposes), and not a bank account as obliged by the SDD, was set up with the title [\(E1.6.2.1\)](#)
- "PIN008 - Pinnacle Student Developments (Leeds) Limited - Asquith House, Servia Road Leeds, Matter PIN008/372"*
- 1.7.** In point 15 it is further admitted that not only was the RGDA not executed in my Agreement for Sale, but also the trust account for the Designated Account as required under 5 of my Agreement for Sale was never executed either,
- 1.7.1.** Further D1 admits that a general "slush fund" was being operated for any development as and when is pleaded D1 and D4, and this is also admitted by D5 in his defence 42.3
- 1.8.** In point 16 D1 admits the trustee is D5, and in D5's defence 42.2 admits that PSD were authorised to remove funds in breach of my Agreement for Sale where only the Supervisor is authorised to allow D5 to make payments from the said trust Designated Account.
- 1.9.** In point 17 D1 has admitted D6 is renting out uncompleted rooms (my room being one of the uncompleted rooms)
- 1.10.** D1 has admitted the companies did not have my delegated authority for these actions (and there are more listed in my Reply to Defences) and as the

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defendants exceeded their authority as directors and hold personal liability to myself and their companies,

- 1.11. In the Skeleton argument of the first and fourth defendants point 23, the Council admits that it is correct that a director who exceeds his authority may be liable to third parties.
 - 1.12. and as the defendants are the shareholders of the companies, they acted with the knowledge that the directors of the companies were acting beyond the delegated authority of the companies and failed to take action to replace the directors, and hence hold liability in person to myself as shareholders.
2. *"(b) that the statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings; or"*
- 2.1. By their own admission in point 2 the D1 and D4 have admitted their application is an abuse of the court's process and it is going to obstruct the just disposal of the proceedings.
"...The reasons why the Amended Particulars ought to be struck out or summarily dismissed are matters of law or practice rather than matters of fact...", and

STATEMENT OF INTEREST:

A - REPLY TO THE WITNESS STATEMENT OF THE 1st DEFENDANT DATED 10 SEPTEMBER 2018, POINT AS PER WITNESS STATEMENT REFERENCE.

1. Admitted.

2. It is averred that D1 admits their application for strikeout is based **on the form of law and not on the substance being the matters of fact** in equity, which is where I seek relief.

"...The reason why the amended Particulars ought to be struck out or summarily dismissed are matters of law or practice rather than matters of fact..."

3. Averred

4. Averred.

5. Averred.

6. Averred.

7. Denied and averred as follows;

7.1. Denied. " During the course of 2013 Developments began negotiating sales for the proposed development of two blocks of student accommodation at Servia Road, Leeds, LS7 1NJ ("the Site"). Those two blocks were to be named Austin Hall and Asquith Hall and..."

7.1.1. There is no reference to "Asquith Hall" nor "House" in my Agreement for Sale **(hereinafter AFS)..**

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7.2. Averred "*... the intention was that each room or unit within the blocks would be sold to an **investor who would be entitled to the rent generated** by the rooms in the ordinary way. Further the investors would be entitled to a guaranteed rent for the 5 years from practical completion of the development.*"

7.2.1. D1's admission confirms the Equitable Title of the "rooms"; and the beneficiary status of the trust agreement, (admitted in 8. next) being the "investor".

8. D1 has admitted the AFS was never executed as a contract.

8.1. This admission confirms my claim as Equity and Trust and not at law.

8.2. This admission confirms all defendants are trustees jointly liable for the delivery of the obligations of my AFS in equity and hence they are liable in person; albeit whilst they were acting various parts between themselves by contractual relationships [which is between them to sort out and is not part of my claim].

8.3. Additionally at law all the defendants exceeded the authority I delegated in my Agreement for Sale, and hence are liable in Equity as humans and at law as various actors, as detailed in the Reply to Defence filed and served on the 24 September 2018 (**herinafter RTD**).

8.3.1. Council of D1 and D4 in point 23 avers in the skeleton argument admits this to be correct that actors hold personal liability when exceeding their authority .

8.4. The admission again avers the Equitable Title and beneficiary status in the AFS as being the "investor" as D1 admitted in 7.2 above.

8.5. a., b., c. and d. are averred admissions by D1 to be intended contracts to be executed at the appropriate moment, and that to date no contracts were executed in the AFS.

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9. Denied and averred as follows;

9.1. It is denied by myself that a sales contract was entered into;

9.1.1. D1 himself has already admitted that no contracts were executed in 8. above and this claim is vexatious.

9.2. Averred.

9.2.1. The reason Katherine Tee was removed was the result of a private agreement reached at the time as we were going to get divorced.

9.2.2. It is averred that this has been admitted by Pinnacle Student Developments (Leeds) Limited (**hereinafter PSD**), in the offered completion pack as detailed in the RTD is in my sole name.

9.3. I cannot admit or deny the condition of the site at the date of the sale as I was in Thailand when we signed the Reservation Agreement.

10.a., b., c. and d are averred.

10.1. Specifically it is averred in d. that D1 admits myself as the equitable title holder, and beneficiary of any and all rental income.

11. It is averred that PSD as admitted in 8. above understood there was no contractual relationship, but obligations of PSD once they acted upon the listed documents in 10. above, which were never executed as contracts as admitted by D1 in 8 above.

11.1. The legal concept of piercing the corporate veil only extends to the legal privilege of immunity to shareholders and has no standing in Equity.

11.2. The equitable piecing of the corporate veil is where if shareholders have, or should have by grounds of a reasonable person having the knowledge, that

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their investments are knowingly causing harm resulting in their personal liability as humans to other members of society.

11.3. It is a mythological assumption the corporate veil offers similar legal immunity privilege as given to shareholders for directors and is addressed in detail in the RTD Section D commencing page 16.

11.3.1. The Companies Act 2006 clearly expresses that if a person acting as director exceeds their delegated authority, or if they fail in their fiduciary duties as trustees of the company they hold personal liability.

12. Based upon this explanation I admit this interpretation may be more accurate than my previously expressed understanding, however;

12.1. Companies Act 2006, [Part 38 Companies: interpretation, Meaning of “subsidiary” and related expressions, 1159.Meaning of “subsidiary” etc, 1162.Parent and subsidiary undertakings](#)

12.1.1. As PSD is a 100% owned subsidiary of Mason & Vaughan Group Limited,

12.1.2. my AFS is legally and undertaking of Mason & Vaughan Group, and

12.1.3. D4 was at the time Managing Director of Mason & Vaughan Group limited,

12.1.4. and for the actions to be those of Mason & Vaughan Group Limited,

12.1.5. they must be executed in accordance with " [44.Execution of documents](#) as detailed in RTD 40 and

12.2. Failure to act as within the delegated authority of the company results in personal liability to the actor and is admitted by Council of D1 and D4, skeleton argument 23.

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- 12.3.** Additionally this makes all the breaches of fiduciary obligations to the company by D1 detailed in the RTD also the liability of D4.
- 12.4.** And as Julie Harvey was a fellow Director of D4 at the time who; until she acted honourably having gained the knowledge, and found the courage, resigned on the 19 May 2016,
- 12.5.** It is not credible that D4 was not with the same knowledge of the unconscionable actions which resulted in her resignation from all "Pinnacle" related companies.
- 13.** The facts stand that the steps taken have resulted in the development still not being completed by the admission of PSD in the completion pack offered to me, and the offer of completion includes I suffer the significant loss of approximately £16.2k, plus pay the completion funds with no guarantee that the building will ever be finished, which as a percentage of the purchase price of £52,995 is a minimum of £30% which to D1 may not be significant, but it is to me as this is 1/3 of my pension fund!
- 14.** Denied and averred as follows;
- 14.1.** It is averred that the site had been charged to Buyers to secure the obligations of PSD.
- 14.1.1.** It is public record that the legal charges could ONLY be removed upon completion of the secured obligations and it is averred as admitted by D1 that includes the expiry of the rental guarantee period (RTD 54.10.6).
- 14.2.** It is averred as admitted by D1 there was an option expressed in 10.10 to create a Secured Deposit Deed (hereinafter SDD) as part of the process should PSD choose to exercise their right to sell the freehold prior to completing the secured obligations.

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- 14.2.1.** It is averred that D1 failed to disclose that no account was set up in accordance with SDD 1.1 (RTD 56.1.1.2)
- 14.2.2.** It is averred that D1 failed to disclose the SDD is in breach of my AFS Schedule 5 (RTD 56.1.1.3.).
- 14.2.3.** It is averred that D1 failed to disclose that the SDD 1.1 was in addition to the Land Registry and Companies House legal charge (RTD 56.1.2.1)
- 14.3.** It is averred D1 failed to disclose that the release of the legal charges after setting up the SDD and Rental Guarantee Deposit requires my express approval in AFS 10.11. (RTD 56.10.6.1 through 4).
- 14.4.** It is averred that the freehold could have been sold with the Legal Charges in place and there was no logical reason to remove them. The value of the property would reflect the potential risk until the secured obligations were completed.
- 15.** It is averred that D1 admits that the proceeds of the sale were removed from PSB and *"were used by Development to further its business interests, particularly the completion of development of the Site."* ([E1.6.2.1](#))
- 15.1.** It is averred that D1 interchangeably uses *"Developments"* to mean MVG Holdings Developments and not PSD which is the only one pertaining to my AFS.
- 15.2.** It is averred that D1 failed to disclose that out of £929,198.68, £681,478.16 was removed from PSB to *"...Development to further its business interests..."!*
- 15.3.** It is averred that D1 failed to disclose that amount would have allowed for the completion of the building, receipt of the completion funds and payment of tradesman and some outstanding PSD liabilities and I would not have cause to bring my claim!!!

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15.4. It is averred that D1 has admitted he had the knowledge that PSB was not operating the trust account for both the Designated account and the Rental Guarantee Deposit account breaching the AFS obligations and failed in his fiduciary duties as trustee of PSD to correct this breach of trust by PSB, and hence is liable in person as he knowingly exceeded the authority delegated to him with my AFS.

15.4.1. Additionally it is admitted by D5 defence [on many occasions such as RTD 42.3, 46.3.2, 48.4.1] that D1 was acting with full knowledge of the breaches of the trust accounts operated by D5 whilst acting for PSB.

16. It is averred that D1 has admitted in point 15 that he had the knowledge that PSB was not operating the trust account for the Designated account and the Rental Guarantee Deposit account within the AFS and failed in his fiduciary duties as trustee of PSD to correct this breach of trust by PSB, and hence is liable in person as he knowingly exceeded the authority delegated to him with my AFS.

16.1. Additionally it is admitted by D5 defence [on many occasions such as RTD 42.3, 46.3.2, 48.4.1] that D1 was acting with full knowledge of the breaches of the trust accounts operated by D5 whilst acting for PSB.

17. Denied and averred as follows;

17.1. It is averred a practical completion certificate (**hereinafter PCC**) was certified by someone on the 31 August 2017.

17.1.1. It is averred D1 failed to disclose that it included a list of outstanding items in breach of the AFS obligations to be met for the issuance of a PCC, which to this day remain uncompleted as has been admitted by PSD in their completion offer.

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- 17.1.2.** It is averred that failure to complete the obligations is the result of removal of £681,478.16 raised from the sale of the freehold in breach of the terms of the AFS trust funds as detailed in 15 above.
- 17.1.3.** It is averred that D1's admission that both USL and "*by any agent of Tuscola's managing agents to replace them.*" [USL] that the rental income resulting is due to myself as beneficiary and equitable title holder.
- 17.1.4.** If the intent is not fraud then Tuscola [D6] will gladly pay me the money in similar proportion as USL have settled until accounts are finalised in accordance with the AFS.
- 17.1.5.** It is denied I do not hold title to "it"
- 17.1.5.1.** D1 has admitted I hold equitable title and am the beneficiary of rental income in 7, 8 and 9 above.
- 17.1.6.** Personal liability is simply arising from exceeding my delegated authority in the AFS which is extensively detailed in the RTD.
- 17.1.7.** In the Skeleton argument of the first and fourth defendants point 23, the Council admits that it is correct that a director who exceeds his authority may be liable to third parties.

C - THE DEFENDANTS LIABILITY IN PERSON:

1. It is averred defendants have failed to provide any evidence of a signed contract is in existence for the simple fact there is not one, and D1 has admitted *"it was intended to execute at the appropriate moment or as and when necessary"*.

1.1. None of the defendants have been able to produce a signed contract between myself and any of the companies they own or act for as directors (D3 consultant role in law is that of a director [Companies Act 2006, 1261 minor definitions]) , and

1.1.1. An agreement is merely a form of promissory note by whatever name including but not limited agreement or contract between humans as artificial persons cannot take actions, and

"PART IV PROMISSORY NOTES

83Promissory note defined.

(1)A promissory note is an unconditional promise in writing made by one person to another signed by the maker [The Grantor / Settlor - The buyer - me and the beneficiary of the Lease and 5 years assured rent], engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money, to, or to the order of, a specified person [whereby PSD are trustee for the AFS including but not limited to development, including construction, determination of the lease and management of the 5 years assured rent and the creation of PSB who is an additional trustee of a further trust created within my AFS - where the specific deposit of my money payable to the trustee PSD upon the terms of the AFS to fulfil their obligations, and PSB is required to...] or to bearer.

(2)An instrument in the form of a note payable to maker's order is not a note within the meaning of this section unless and until it is indorsed by the maker [My signature give the promise value].

(3)A note is not invalid by reason only that it contains also a pledge of collateral security [...hold the Designated Account and make payments

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to the beneficiary in accordance with the AFS, hold the Land Registry and Companies House Legal charges, and should the beneficiary choose to exercise his right to sell the freehold is additionally required to hold the SDD and the Rental Guarantee Deposit Account in accordance with the AFS...] with authority to sell or dispose thereof [...as specified in the legal charges and SDD].

(4)A note which is, or on the face of it purports to be, both made and payable within the British Islands is an inland note. Any other note is a foreign note."

1.1.2. My signature created the "value" of the AFS in accordance with the Legal Tender Acts.

1.2. The Agreement for Sale I signed on the 25 May 2014 ([E 1.2](#)).

1.2.1. The Agreement for Sale appears to have been signed by David Roberts, but it is not possible to determine who, nor when it was signed ([E 1.2.1](#)).

1.3. The Lease Agreement I signed on the 4 May 2014 ([E 1.3](#)) and.

1.3.1. Which at the time was an impossibility to execute as Unit 609 was nonexistent, thereby making my AFS a trust agreement, and

1.4. The Management Agreement I signed on the 4 May 2014 ([E1.4](#)).

1.4.1. Which at the time was an impossibility to execute as Unit 609 was nonexistent, thereby making my AFS a trust agreement, and

2. By their own admission in the Witness Statement of (D1 & D4) - PSD, Mason & Vaughan Group Limited and MVG Holdings Limited directors have acted upon my AFS, and

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- 2.1. By the own admission in the Defence of D5 - PSB & Wirral Solicitors directors have acted upon my AFS, and
- 2.2. By their own admission in the defence of (D10, D11 & D12) - USL directors have acted upon the AFS, and
- 2.3. By the admission of D6's legal representative in the offered completion pack have admitted D6 has acted on my AFS, which he himself proved when he contacted my solicitor in response to my settling my equitable title to Unit 609, and
- 2.4. Leaving (D2, D3 & D9) where in the hearsay evidence in the witness statement of Simon Fagan point 5, 14.1 and 14.2, which although factually worded correct is designed to mislead the court as at the very least as a professional he should check the public record which show his following statement is untrue;

"None of the Aticus Defendants have had any dealings, directly or indirectly with the Claimant...";

- 2.4.1. The public record proves the second sentence of point 5, 14.1 and 14.2 are untrue as this is not factually correct in respect of D9, who is not only the sole shareholder of Bloom Group Limited, who wholly own Bloom Estates Limited, who wholly own Hollinberry Estates Limited (which formerly was Harper Brook (UK) Limited which was solely owned by D1 until the 5 April 2017) of HEL, D9 also became the sole Director until after my claim was served and D9 resigned on the 28 March 2018, and was replaced as sole Director by none other than Carl Mills (D1), as Harper Brooks (UK) Limited changed its name in December 2015, HEL
- 2.4.2. Worse still is that D9 has already previously admitted this in his email of the 20 March 2018, where he additionally admits that HEL have *"via partnership arrangements with specialist bodies, such as in the case of the Leeds site, Urban Student Life."* [\(E2.4.2\)](#).

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2.4.3. Further hearsay evidence aired on BBC Panorama on 29 June 2018 was told that Tony Freeman was a "...key decision maker at Pinnacle Alliance .. and we understand he was a significant shareholder in Pinnacles parent Company.. [I have seen evidence of a nominee shareholder agreement confirming D2, D3 and D9 being beneficial share holders]",

2.4.4. However D3 gave this statement to the BBC and admitted he "...is only a consultant for Pinnacle Alliance...", which is a wholly owned subsidiary of Mason & Vaughan Group Limited, which has nothing to do with the "Angelgate" project which is a subsidiary of MVG Holdings Ltd, and

2.4.4.1. Further Peter McInnes's statement admits the whole thing with Pinnacle' numerous names stated as "Pinnacle Group".

2.4.4.2. In Reply to Defence 30, there are 3 groups, one owned by D1, one owned by D2, and one owned by D9 at law under Companies Act 2006, 1161 Confirming Peter McInnis's statement, and hence D3's statement to the BBC factually links D3 to the Angelgate Project and all other Pinnacle failed project which certainly brings into question his competence of being a consultant, and without seeing his qualifications and insurance for practicing as a consultant it is not possible to establish his personal liability of harm caused resulting from his actions.

3. That the Agreement for Sale was a trust agreement was expressed in my first Notice of Liability served on the 9 February 2018 in **Statement of Fact - Microcosm - Austin Hall, Unit 609 - Breaches of Trust Page 1 of 4; 1. Intent of the Agreement of Sale**

3.1. The fact is the AFS cannot be anything other than a trust agreement as;

3.1.1. it is an impossibility for an artificial persons to take any action, and

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3.1.2. actions can only be taken by human actors delegated authority to do so from the artificial persons, and

3.2. The defendants have admitted they acted in the capacity of Directors on behalf of the their artificial person companies, and

3.2.1. have admitted contractual agreements amongst themselves.

3.3. Where those human actors have exceeded my delegated authority given to the companies resulting from my Agreement for Sale,

3.3.1. have failed in their fiduciary obligations to their companies, and

3.3.1.1. hold personal liability for that to the company, and

3.3.2. Additionally they hold personal liability to me where their actions exceeded my delegated authority expressed in my Agreement for Sale.

3.4. The perfect title had been split into a legal title and an equitable title with;

3.4.1. Myself being the equitable title holder, and

3.4.2. PSD being the legal title holder and original sole trustee of my AFS, and

3.4.2.1. Being Itself in fact a trust operating under the chosen law being Companies Act 2006 as detailed in my Reply to the Defences, Section C. I. RECOGNITION OF TRUSTS ACT 1987, and

3.4.2.1.1. Additionally these expressed trusts are known by their unique title, being [Company Name and Registration number] which meet the Three Certainties established in Knight v Knight 1840 49 ER 58 in Equity, as detailed in my Reply to Defences served

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on the 24 September 2018, C. THE CORPORATE VEIL -
SHARE HOLDER IMMUNITY

- 3.4.3.** Until on the 29 June 2016 the freehold was sold to D6, and again the title was further split on the same day,
- 3.4.4.** With the leasehold title being granted back by the new freeholder to PSD
- 4.** Authority was delegated within my AFS vesting powers to Pinnacle Student Developments (Leeds) Limited (hereinafter PSD) to complete the obligations as per my AFS,
- 4.1.** Which included PSD as trustee having the power to enter agency agreements and thereby further delegating my authority for specific performance as detailed within my AFS, and
- 4.1.1.** It is trite that In Trust Law the Shareholders [grantor and beneficiary] holds equitable title, and when the director is the same person [trustee] control of the legal title [persons of significant control enacted in 2016 updating Companies Act 2006, SCHEDULE 1A References to people with significant control over a company], and
- 4.1.2.** thereby merge the 2 titles back into one perfect title so there is no longer a trust, and
- 4.1.3.** that person is acting as a sole trader, and therefore **creating unlimited personal liability for any harm knowingly caused**, hence;
- 5. Thereby creating additional trustees including but not limited to;**

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- 5.1. [D1 - PSD and its parent Mason & Vaughan Group Limited, and its parent MVG Holdings Ltd], and
- 5.1.1. D4 was a Director with Mason & Vaughan Group Limited, and thereby holds fiduciary obligations to that company, and
- 5.1.1.1. being unable to act as Julie Harvey did when the actions being carried out on "behalf" of the companies resigned
- 5.1.1.2. would have had the same knowledge and
- 5.1.1.3. hence where that exceeded the delegated authority of my AFS holds personal liability, and
- 5.1.1.4. D3 was employed as a "consultant" as detailed in Reply to Defence point 49, and
- 5.2. [PSB, D5 - Wirral Solicitors], and who additionally were required to execute the **Declaration of Trust** for PSB and hold trust property, being;
- 5.2.1. the specific deposits of investors in the Designated account,
- 5.2.2. Holding the securities of the Land Registry and Companies House Legal Charges, and
- 5.2.3. the SDD and
- 5.2.4. the Rental Guarantee Deposit Account.
- 5.3. [D9 - HEL (ex D1 until 22/6/2017), and its Parent Bloom Properties Limited, and its parent Bloom Group Limited], and

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5.3.1. as "Management Company" D9, who further via contractual agreement added agents;

5.3.1.1. [USL- D10, D11, D12 & D13], and

5.4. D10 and USL as the "Supervisor"

6. We are all first humans and liable in Equity, and second actors liable at law;

6.1. The defendants have failed to prove they have a right to knowingly cause another human harm as detailed in my notices of claim (The macrocosm), my original particulars of claim (Annex 1 included in NOC), and my revised particulars of claim (Schedule 1).

6.2. I have not consented to the defendants that they can knowingly cause me harm.

6.3. The defendants have failed to prove they have a right to knowingly cause me harm.

7. In the Skeleton argument of the first and fourth defendants point 23, the Council admits that it is correct that a director who exceeds his authority may be liable to third parties.

D - QUALITY OF CLAIMANTS SUBMISSIONS

1. From the Solicitors Regulation Authority 16. Chapter 5 of the SRA's Handbook, 'Your client and the court', includes the following provisions:
 - *'Outcome (5.1) you do not attempt to deceive or knowingly or recklessly mislead the court;'*
 - *"Outcome (5.5) where relevant, clients are informed of the circumstances in which your duties to the court outweigh your obligations to your client; "*
 - *"Outcome (5.6) you comply with your duties to the court."*

2. From the Law Societies Litigants in person: guidelines for lawyers (PDF 387kb), page 6 as follows;
 - *"You owe a paramount duty as a lawyer to the court and the administration of justice.*
 - *Your duty to the court will take precedence if it conflicts with your duty to your client.*
 - *You should tell your client if your duty to the court outweighs your obligations to them."*

3. Two representatives [ShakespeareMartineau and Kennedys Law - who only had 4 days (including Saturday and Sunday) to provide the defence as D5 changed legal representation on the 6 September 2018], provided an adequate defence based upon the same document brings into serious question the claim that the Amended Particulars *"...are incomprehensible..."* .
 - 3.1. The representative of D2, D3 and D9 was only engaged on the 12 September 2018, and has requested additional time to serve a defence, which from his view of lack of time is equitable however from D2, D3 and D9 this is both dishonourable to myself as well as their legal representative to leave it so late considering I have actively engaged to settle my dispute since the 9 February 2018.

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4. Additionally I have made a huge effort to comply as best I could with my knowledge at the time which is blatantly obvious if you compare my original Particulars of Claim to my Replies to the Defences, and have not only invested much of my time, but also over £5000.00 to increase my knowledge in regards all aspect of my claim including basic familiarisation of the odd 7000 pages of the CPR volumes 1 and 2 in order not to obstruct the just disposal of the proceedings, and the result of my improvement are highlighted in the Second witness statement of D10, final point, 33 "*We have nothing to say on that and are happy for the court to make a determination without us.*" as they clearly understand my claim and have admitted that they cannot decide who is owed how much money and they are happy for the court to determine that if I cannot reach agreement with D9 and PSD!!!

5. The resubmitted Particulars are in accordance with the order dated 18 June 2018 and are laid out as detailed in the contents page;
 - 5.1. Sections A, B and C set out the Equitable and legal Basis of my claim;

 - 5.2. Section D sets out the chronology

 - 5.3. Section E sets out the relief which is not possible on a defendant by defendant basis as they are joint trustees.

 - 5.4. Schedule 1 sets out the basis that no human has authority to knowingly cause another human harm without their consent.

 - 5.5. Schedule 2 sets out that Act of Parliament create titles for both property and actors within the law which are roles played by living humans,

 - 5.6. Schedule 3 sets out that legally actors known as shareholders hold liability as humans if they are with the knowledge that their investments are knowingly causing other humans harm,

**Witness statement of Marc Horn, Claim E30LV132
Reply to D1 and D4 Applications listed for 10 October 2018.**

- 5.7. Schedule 4 sets out that legally actors known as directors are liable to companies when they exceed the authority given to them by their companies.
- 5.8. I was concerned with the number of pages and failed to space the document out generously which since I have no reservations.
6. Having received from the representatives of D1 & D4 the skeleton argument for their Application on the 1 October 2018;
- 6.1. It appears that I have been using my particulars of claim as my skeleton argument in an attempt to reach a settlement, which
- 6.2. It appears is not the purpose of particulars of claim, which
- 6.3. result in the high costs for legal representation as is not concerned with the substance of the claim and the search for truth, but the procedure in the form of the law.
7. Accordingly I require the court continues to apply its obligations from the Litigants in person: guidelines for lawyers (PDF 387kb), page 10, as it did in the hearing of the 18 June 2018 as I have demonstrated my rapid learning curve with the results to date;

"41. Judges are under a duty to further the overriding objective by actively managing cases. This includes the freedom to extend or shorten the time for compliance with any rule, practice direction or court order; adjourn or bring forward a hearing; to receive evidence by phone or other means; decide the order in which issues are to be heard; exclude an issue from consideration; take any other step or make any other order for the purpose of managing the case and furthering the overriding objective. The court may exercise these powers on application by one of the parties or of its own initiative. Achieving the overriding objective might require a judge to offer a degree of latitude to a LiP whose preparation and presentation of case does not conform to the court rules, provided that this does not compromise due process."

3. DIRECTIONS FOR THE SETTLEMENT OF REMAINING DISPUTE IN MY CLAIM AGAINST D1, D3, D4, D5 AND D6, WHICH WILL APPLY TO ALL UNCOMPLETED BUYERS;

3.1. DIRECTIONS IN RESPECT OF MY EQUITABLE TITLE: D10 to D12 are to admit, deny with evidence or provide myself with what further proof they require for my Equitable Title to Unit 609,

3.1.1. It is admitted that Pinnacle Student Developments (Leeds) Limited (hereinafter PSD), and Marc Anton Paul Horn (hereinafter me / I / my etc) and Katherine Tee, commenced the AFS on the 23 June 2014 as follows by the defendants;

3.1.1.1. D1 & D4 in the witness statement of D1 in their application dated 10 September 2018, point 9, and

3.1.1.1.1. From my Reply to Defence;

3.1.1.1.2. "54.15. An offer to settle the AFS was received from PSD and forwarded to me via email by my solicitor [Buyer's Solicitor AFS 1.14] dated 14 May 2018 ([E 54.15](#)).", and

3.1.1.1.3. " 54.16. The offered completion pack included a letter from PSD's solicitor dated 10 May 2018 that admits I am the sole equitable title holder. ([E 54.16](#)).".

3.1.1.2. D2, D3 & D9 in the witness statement of Simon Paul Fagan dated 21 September 2018, point 3, and

3.1.1.3. D5 in his defence point 5.1, and

3.1.1.4. D6

**Witness statement of Marc Horn, Claim E30LV132
Reply to D1 and D4 Applications listed for 10 October 2018.**

- 3.1.1.4.1.** In the completion pack enclosing a letter from MSB, the solicitor of D6 confirming the demands to PSD to be offered in the completion offer.
- 3.1.1.4.2.** This is the first and only correspondence received from D6, and
"54.10. D6 admitted notice "...was received by David Roberts and Co. [D5 whilst acting for PSD] on the 16 June 2016..." ([E 54.10](#), page 2), conflicting with my solicitors confirmation that not only had my Notice been served (54.8 above), but also that an offer had been received and also rejected (54.9 above)."
- 3.1.1.4.3.** my solicitor confirmed that the notice of termination was withdrawn which D6 should verify with his sources (evidence in Reply to Defence), and
- 3.1.1.4.4.** my solicitor referred D6 to the completion pack offered by PSD solicitor Black Norman. and
- 3.1.1.4.5.** No further correspondence has been received from D6.
- 3.1.1.4.6.** In the completion pack enclosing a letter from MSB, the solicitor of D6 confirming the demands to PSD to be offered in the completion offer.
- 3.1.1.5. D10, D11 & D12** are the only defendants that have neither admitted nor denied this, and
- 3.1.1.5.1.** Their legal representative has either not been able to determine to give them advice on this and has chosen to ignore my request of the 16 September 2018 ([E3.1.1.5.1](#)) what they require, or have knowingly failed to express their position to **their client as**

**Witness statement of Marc Horn, Claim E30LV132
Reply to D1 and D4 Applications listed for 10 October 2018.**

is averred in the second witness statement of the tenth defendant dated 26 September 2018.

3.1.1.5.2. It appears they avoided admitting in order to avoid taking responsibility of making this decision despite all the above evidence [as it would mean all uncompleted buyers would also claim their equitable dues], and

3.1.2. failing which I require the court to make this ruling

FOR THE COURTS ATTENTION:

This ruling will affect all uncompleted buyers.

This ruling would mean as D6 is now also renting out uncompleted units this would apply to D6.

3.2. DIRECTIONS IN RESPECT OF PSB NEVER HAVING SET UP A DESIGNATED ACCOUNT IN ACCORDANCE WITH MY AFS, 5:

3.2.1. D1 through D6 are to admit, deny with evidence or provide myself with what further proof they require to establish the breach that no Designated account was ever set up in accordance with my AFS, 5. as detailed in A - Reply to Application of D1 and D4, points 14, 15 & 16 as admitted by D1, D4 and D5,

3.2.2. failing which I require the court to make this ruling

3.2.3. Order Asked for: Order PSB to set up a Designated Account for completion of the building in accordance with my AFS 5, failing which I will designate an escrow account if this cannot be done within 7 days.

3.3. DIRECTIONS IN RESPECT OF THE SDD BEING IN BREACH OF MY AFS:

**Witness statement of Marc Horn, Claim E30LV132
Reply to D1 and D4 Applications listed for 10 October 2018.**

3.3.1. D1 through D6 are to admit, deny with evidence or provide myself with what further proof they require to establish the breach of the SDD not being in accordance with my AFS,

3.3.2. The executed Secure Deposit Deed ([E3.2a](#)) page 1 is in Breach of my AFS SDD ([E3.2b](#)) as the word "Freehold" was changed to "leasehold", and the words "Asquith House and" were added before the words "Austin Hall".

3.3.3. failing which **I require the court to make this ruling**

FOR THE COURTS ATTENTION:

This ruling will affect all uncompleted buyers. SDD being in Breach of my AFS.

3.3.4. Order Asked for: The court is required to order PSD administrators to execute a new SDD in accordance with my AFS.

3.3.5. Order Asked for: The court is required to order PSB to set up a Rental Guarantee Deposit Account in accordance with SDD and my AFS 10.11, failing which I will designate an escrow account if this cannot be done within 7 days.

3.3.6. Order Asked for: The court is required to order PSD fund the Rental Guarantee Deposit Account within 3 days of it being set up (or alternative escrow account as detailed in 4.3.3 above) details as directed by PSB in accordance with my AFS.

**3.4. DIRECTIONS IN RESPECT OF THE REMOVAL OF THE LEGAL CHARGES
BEING IN BREACH OF THE SDD:**

3.4.1. D1 through D6 are to admit, deny with evidence or provide myself with what further proof they require to establish the removal of the Legal Charges detailed in the SDD,

3.4.2. The SDD page 1 states " under the Contracts to the Buyers secured by a Legal Charge to the Company dated the 9th April 2014."

3.4.3. was in breach of the SDD, failing which **I require the court to make this ruling**

FOR THE COURTS ATTENTION:

This ruling will affect all uncompleted buyers. SDD being in Breach of my AFS.

**3.5. DIRECTIONS IN RESPECT OF THE REMOVAL OF THE LEGAL CHARGES
BEING IN BREACH OF AFS 10.11 WITHOUT MY EXPRESS APPROVAL:**

3.5.1. D1 through D6 are to admit, deny with evidence or provide myself with what further proof they require to establish the removal of the Legal Charges detailed in the AFS10.11

3.5.2. *"The Company agrees with the Seller with the approval of the Buyer to release the Seller's Legal Charge upon completion of the Secured Deposit Deed."*

3.5.3. was in breach of the AFS, failing which **I require the court to make this ruling**

FOR THE COURTS ATTENTION:

This ruling will affect all uncompleted buyers. with the removal of Legal Charges being in Breach of my AFS.

3.6. DIRECTIONS IN REPSECT OF COMPLETING THE AFS:

**Witness statement of Marc Horn, Claim E30LV132
Reply to D1 and D4 Applications listed for 10 October 2018.**

- 3.6.1.** PSD has expressed to implement the demands of D6 and there is no reason the buyers cannot fund this as detailed in RTD page 43, G - Equitable Relief D1, D3, D4, D5 and D6.
- 3.6.2. Undertaking asked for :** Court to get D1 through D6 to undertake not to interfere with the completion of the works should the buyers wish to fund it themselves as outlined and PSD administrators execute my and other completed buyers leaseholds in accordance with my AFS, and
- 3.6.3. What if Order Asked for:** if they fail to give this undertaking then the court issue an injunction order compelling them to do so.

F - MOVING CLAIM BACK TO PART 8

1. The defendants have admitted that they have failed to deliver the obligations of the AFS.
2. The defendants have failed to produce contracts between myself and their companies and hence exceeded their delegated authority as directors, and failed in their fiduciary duties to their companies, and
3. **As there is no contractual relationship between myself and the defendants nor their companies all are liable in person for any harm caused where they have exceeded my delegated authority within the AFS, and**
4. **Hence the defendants are delinquent trustees.**
5. **Thereby allowing me as the beneficiary to seek equitable relief** from the grantors and / or trustees of the Companies for harm caused where legal redress provides inadequate relief as expressed in the Senior Courts Act 1981, 49 (1 and 2).

G - CLAIM GROWING NATIONAL ATTENTION: Move back to high court.

6. Further since I submitted my claim this matter with many of the defendants **in my case has risen to one of substantial importance as is evidenced by the recent BBC Panorama documentary** aired on the 27/06/2018 and are looking to do a follow up in the near future, **and**
7. On the 7 September 2018 **the leaseholders action group (of which I am a part), met with MP, Dr Liam Fox (Secretary of State for International Trade and President of the Board of Trade) and presented our evidence which he stated will be taken further.**

H - EQUITABLE COSTS

1. Since the merging of the courts acts 1873 to 1875 Equity and law are administered in all courts concurrently.
2. And the promissory notes acts express human value is by their signature.
3. And the legal tender acts express that value by giving the Bank of England a monopoly to issue currency which is merely a "...promise to pay the bearer...".
4. All parties have expressed their value in pounds and pence, and
5. as duels with swords and pistols are no longer lawful means of settling disputes.
6. The last standing truth is how a peaceful society claims to be civilised.
7. Some defendants expressed their value by their actions chosen by their own freewill.
8. And as some of the defendants have chosen to get legal representation.
9. And it is the legal representatives legal duty to follow the he regulatory objectives of the both the SRA and BSB codes which are derived from and regulated by Statue Law in The Legal Services Act 2007,

"Part 1 The regulatory objectives

(1) In this Act a reference to "the regulatory objectives" is a reference to the objectives of—

(a) protecting and promoting the public interest;

(b) supporting the constitutional principle of the rule of law;

(c) improving access to justice;

(d) protecting and promoting the interests of consumers;

(e) promoting competition in the provision of services within subsection (2);

(f) encouraging an independent, strong, diverse and effective legal profession;

**Witness statement of Marc Horn, Claim E30LV132
Reply to D1 and D4 Applications listed for 10 October 2018.**

- (g) increasing public understanding of the citizen's legal rights and duties;*
(h) promoting and maintaining adherence to the professional principles"

10. In particular the SRA principals are mandatory as follows;

"1: SRA Principles

These are mandatory Principles which apply to all.

You must:

- 1. uphold the rule of law and the proper administration of justice;*
- 2. act with integrity;*
- 3. not allow your independence to be compromised;*
- 4. act in the best interests of each client;*
- 5. provide a proper standard of service to your clients;*
- 6. behave in a way that maintains the trust the public places in you and in the provision of legal services;*
- 7. comply with your legal and regulatory obligations and deal with your regulators and ombudsmen in an open, timely and co-operative manner;*
- 8. run your business or carry out your role in the business effectively and in accordance with proper governance and sound financial and risk management principles;*
- 9. run your business or carry out your role in the business in a way that encourages equality of opportunity and respect for diversity; and*
- 10. protect client money and assets."*

11. As a result in the failure to make an honourable offer to settle my dispute as those that have been offered are unconscionable, and,

11.1. The threats of costs from the legal representatives to generate fear have caused me harm, and I had the courage to overcome that fear in the search of truth, and

11.2. The disrespect of the legal representatives towards my honour as expressed in their various threats of disclosure of my assets as surety against costs is

**Witness statement of Marc Horn, Claim E30LV132
Reply to D1 and D4 Applications listed for 10 October 2018.**

unconscionable as they know this dispute revolves around an investment valued at £52,995.00 which is honourable surety.

11.2.1. accordingly I require relief for the stress and duress this has caused me, and

11.2.2. relief to society is required as we are all equal under the law, and

11.2.2.1. by using fear and intimidation to restrict justice for the privileged few is in breach of the obligations of the monopoly privilege granted to the legal profession by society in its laws and that is unconscionable.

Order Asked For:

11.3. As at the time of bringing my claim I was not anticipating this sort of behaviour, I request the court allow me to amend my particulars of claim to add relief on these grounds.

12. I have to the best of my knowledge and with temperance expressed what I believe to be an equitable resolution.

13. I have highlighted where discretion needs to be applied based upon the Rules and Principles of Equity, and considering all parties' obligations, and.

14. It is only equitable the last standing truth is of a greater value

15. Hence may the winner as judged by the last standing truth in the courts get £0.01 more.

16. As the law cannot knowingly cause a human harm D1, D3, D4, D5, D9, D10, D11, D12 and D13 can seek relief from their legal representatives where they have failed in their mandatory obligations to you, the human,

16.1. who in turn can seek relief from their SRA insurance as the solutions offered to settle my dispute are unconscionable and disrespectful.

I - EVIDENCE

E 1.2

exceeds the Assured Rent.

- 10.8 If at the end of the Rental Guarantee Period or earlier termination of the Management Agreement the monies held by the Management Company on the Buyer's behalf are insufficient to repay in full any monies paid by the Seller to make good any shortfall in the Assured Rent, or, any Ground Rent or insurance rent or service charges due under the Lease, then the Seller will release and discharge the Buyer from any outstanding liability for such payments but not (for the avoidance of doubt) from any liability for any ground rent or insurance rent or service charges falling due for payment after such date or for any other payments due under the Lease or the Management Agreement.
- 10.9 For clarity, any sum paid by the Seller to make good any shortfall in the Assured Rent will be paid from the Seller's own monies. Similarly, where the Seller defers its right to enforce any Ground Rent or insurance rent or service charge liability under clause 10.7 or releases and discharges any such liability under clause 10.8, then any monies required to fund the services and/or insurance premium due under the Lease by reason of the Buyer's non-payment shall be paid by the Seller from its own monies.
- 10.10 The Seller agrees with the Buyer and the Company that it will not sell mortgage or otherwise dispose of the Seller's freehold interest in the Estate without the Company's consent unless the Seller first enters into the Secured Deposit Deed with the Company and deposits with the Company upon the terms of the Secured Deposit Deed a sum ascertained by reference to the year of the Rental Guarantee Period in which the disposition is made as set out in Table 1.

Year of Rental Guarantee Period	Amount £
Year 1	190,000
Year 2	152,600
Year 3	121,600
Year 4	97,200
Year 5	77,800

- 10.11 The Company agrees with the Seller with the approval of the Buyer to release the Seller's Legal Charge upon completion of the Secured Deposit Deed.

Signed 25/5/2014 Kate Tee Buyer 1
..... (Seller/Buyer)
25/5/2014 Marc Horn Buyer 2

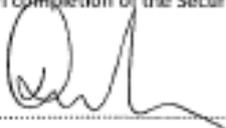
E 1.2.1

exceeds the Assured Rent.

- 10.8 If at the end of the Rental Guarantee Period or earlier termination of the Management Agreement the monies held by the Management Company on the Buyer's behalf are insufficient to repay in full any monies paid by the Seller to make good any shortfall in the Assured Rent, or, any Ground Rent or insurance rent or service charges due under the Lease, then the Seller will release and discharge the Buyer from any outstanding liability for such payments but not (for the avoidance of doubt) from any liability for any ground rent or insurance rent or service charges falling due for payment after such date or for any other payments due under the Lease or the Management Agreement.
- 10.9 For clarity, any sum paid by the Seller to make good any shortfall in the Assured Rent will be paid from the Seller's own monies. Similarly, where the Seller defers its right to enforce any Ground Rent or insurance rent or service charge liability under clause 10.7 or releases and discharges any such liability under clause 10.8, then any monies required to fund the services and/or insurance premium due under the Lease by reason of the Buyer's non-payment shall be paid by the Seller from its own monies.
- 10.10 The Seller agrees with the Buyer and the Company that it will not sell mortgage or otherwise dispose of the Seller's freehold interest in the Estate without the Company's consent unless the Seller first enters into the Secured Deposit Deed with the Company and deposits with the Company upon the terms of the Secured Deposit Deed a sum ascertained by reference to the year of the Rental Guarantee Period in which the disposition is made as set out in Table 1.

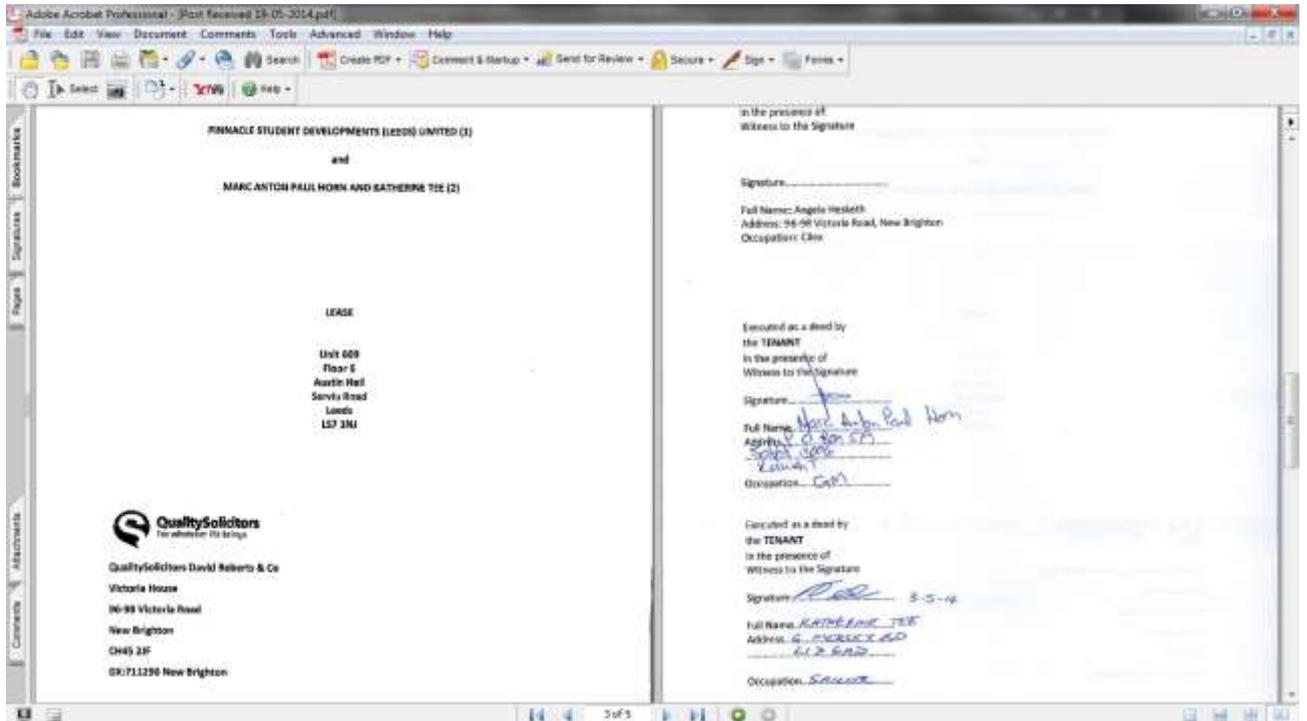
Year of Rental Guarantee Period	Amount £
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- 10.11 The Company agrees with the Seller with the approval of the Buyer to release the Seller's Legal Charge upon completion of the Secured Deposit Deed.

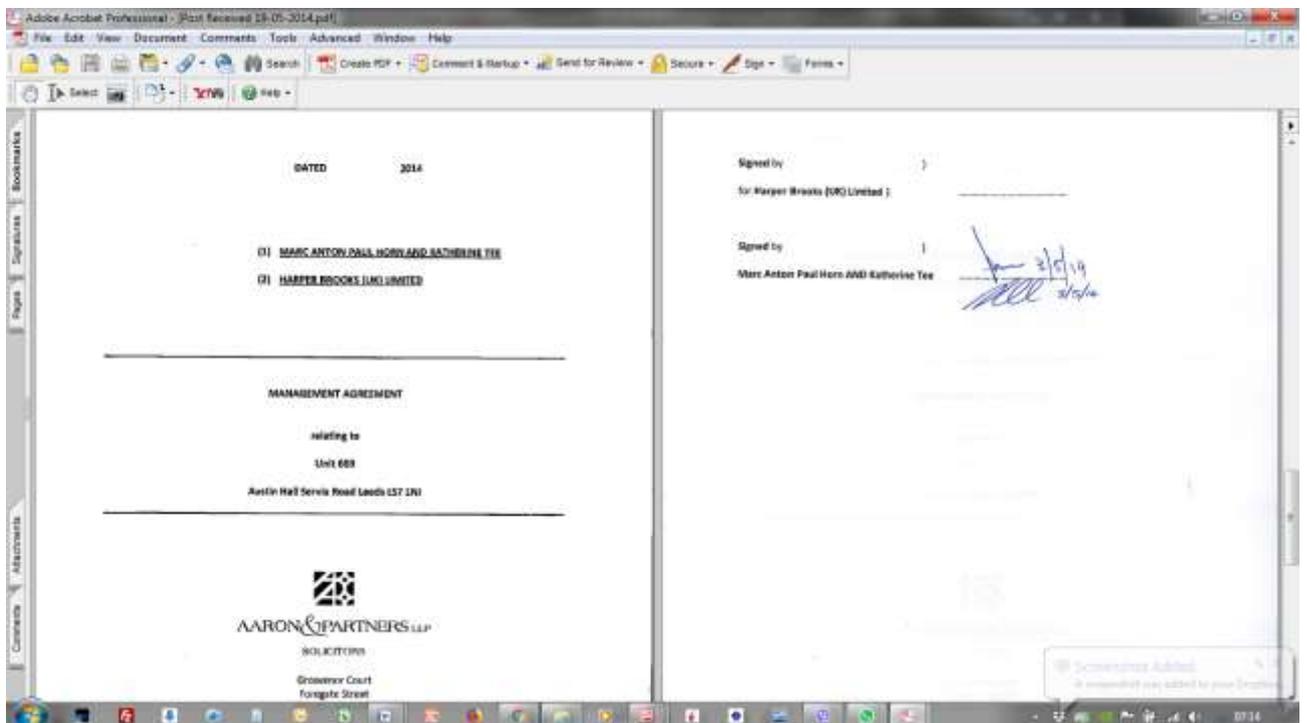
Signed..........(Seller/Buyer)

Witness statement of Marc Horn, Claim E30LV132
Reply to D1 and D4 Applications listed for 10 October 2018.

E 1.3



E1.4



**Witness statement of Marc Horn, Claim E30LV132
Reply to D1 and D4 Applications listed for 10 October 2018.**

E 1.6.2.1

Microsoft Excel - RGA ASQUITH HOUSE - Asquith - Audit - Budget Ledger (Nov 2017) P38

Asquith House Servia Road Leeds															
Matter	PIN008/372										PIN008 - Pinnacle Student Developments (Leeds) LI				
Matter	PIN008/372	Asquith House Servia Road Leeds													
Client	PIN008 - Pinnacle Student Developments (Leeds)														
Brand	1 - New Brighton														
F.E.	DXR														
Date	Type	Ref	Description	Val	Debit	Office Credit	Balance	Debit	Client Credit	Balance	Debit	DOA Credit	Balance		
20-01-2016	DPB	C/T	Office copy entries and Plan/Invoice Ref: C/T / Bill No: 2527		8.00		8.00						8.00		
29-03-2016	DPB	C/T	OTM 1991 From PIN008372 - 5810 TO PIN008232 - A140 - Office copy entries / Invoice Ref: C/T / Bill No: 2527		3.00		11.00						11.00		
22-06-2016	DPB	FP	BTC Conference Call (VAT) / Invoice Ref: BT07885055 / Bill No: 2527		8.15	82.50	74.35						74.35		
29-06-2016	CCP	TT	HR Dolman LLP Liverpool Client Completion Funds				74.35		323,198.68	323,198.68			323,198.68		
30-06-2016	BA	2527	Bill of Costs - Sale (23,575.50) PC 15,585.93 PC Vat 3,578.00 OCB 52.75 OCB Vat 8.15		1,593.00	25,574.00	23,981.35			325,196.68			325,196.68		
30-06-2016	CCP	BACS	Manick Road Developments (Manchester) Limited Completion Funds / Phase: Manick Road Developments (Manchester) Limited				23,981.35		300,000.00	325,196.68			325,196.68		
30-06-2016	CCP	TT	Mason & Vaughan Group Limited Completion Funds / Phase: Mason & Vaughan Group Limited				23,981.35		301,471.98	325,196.68			325,196.68		
30-06-2016	CTD	COSTS	Top up bill number 2527			25,574.00	0.00	23,981.35		325,196.68			325,196.68		
22-07-2016	CTC	Transfer	Sussex funds re SOLI short of Front Matter PIN008001/PIN008372				0.00		7,776.00	231,928.00			231,928.00		
22-07-2016	CCP	BACS	HPRC SOLI / Phase: HPRC				0.00		41,320.00	190,608.00			190,608.00		
23-08-2016	DPB	C/T	OTM 1991 From PIN008372 - AC225 90, PIN008372 - A140 - Registered Limited / Invoice Ref: C/T / Direct allocation		50.00		190.608.00			190,608.00			190,608.00		
24-08-2016	DPB	DBS	CTD: Sweep client to office transfer / Invoice Ref: DBS / Bill No: 28370			190.00	0.00	190.00		190,808.00			190,808.00		
24-08-2016	BA	BLDSB	Direct Debit Payment - Allocation (190.00)		0.00		0.00			190,808.00			190,808.00		
24-08-2016	BA	BLDSB	Direct Debit Payment - Allocation (190.00)		0.00		0.00			190,808.00			190,808.00		
25-08-2016	CTC	TRANSFE	Top up secured deposit deed From Phase PIN008001 To PIN008372				0.00		190.00	191,008.00			191,008.00		
25-02-2017	CCP	BACS	Top up secured deposit deed From Phase PIN008001 To PIN008372				0.00	1,308.00		192,316.00			192,316.00		
25-02-2017	CCP	BACS	Top up secured deposit deed From Phase PIN008001 To PIN008372				0.00	858.00		193,174.00			193,174.00		
25-02-2017	CCP	BACS	Top up secured deposit deed From Phase PIN008001 To PIN008372				0.00	883.64		194,057.64			194,057.64		
25-02-2017	CCP	BACS	Top up secured deposit deed From Phase PIN008001 To PIN008372				0.00	1,997.36		196,055.00			196,055.00		

Page 1

E2.4.2

recent correspondence

[Michael Patterson \(BE\) <Michael.Patterson@bloomestates.co.uk>](mailto:Michael.Patterson@bloomestates.co.uk)
5:25 PM

20 Mar at

To maphorn@yahoo.com

Dear Mr. Horn,

I refer to your recent communications regarding your proposed purchase of an apartment via Pinnacle Developments at their Leeds, Servia Road site. I am a little confused as to why you are currently corresponding with me on this matter or why I have been included in the communications process. For clarity I am the Director of Bloom Group Limited, we undertake Lettings and Lettings Management services, amongst additional tasks, either directly with property lease owners or via partnership arrangements with specialist bodies, such as in the case of the Leeds site, Urban Student Life.

I understand that you have not, for reasons out with my control or remit, completed on the purchase of the lease on your property as yet. I'm afraid I can't help you further in this regard, as soon as you complete under the terms of the purchase agreement with the developer then perhaps we can communicate on the matters relating to Buildings Management, which is my main concern.

In the meantime may I request that you cease sending the documentation, that from what I can see is only relevant to the developer in this case, as it is causing unnecessary administration time and clearly taking up significant amounts of your own valuable time.

Yours sincerely

This message has been scanned for malware by Websense. www.websense.com

E3.2a

Land Registry

Title number:

Administrative Area: Leeds

This Deed is dated the 29 day of June 2016

PARTIES

- (1) **Pinnacle Student Buyers (Leeds) Limited** incorporated and registered in England and Wales with company number 08924849 whose registered office is at Victoria House, 96-98 Victoria Road, New Brighton CH45 2JF (**Company**);
- (2) **Pinnacle Student Developments (Leeds) Limited** incorporated and registered in England and Wales with company number 08513651 whose registered office is at 7 Millbank House, Bollin Walk, Wilmslow, Cheshire SK9 1BJ (**Developer**);

BACKGROUND

- (A) The Developer is entitled to the immediate reversion of the Leases.
- (B) The Company has a legal charge over the Reversion to secure the Developer's obligations to the Company and the Buyers.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions in this clause apply in this deed.

Account: a separate, designated interest bearing deposit account at the Bank in the name of the Company.

Units: the individual units comprising the Building.

Bank: NatWest PLC and its successors and assigns or such other bank or building society in England or Wales as the Company may from time to time nominate.

Building: the leasehold property known as Asquith House and Austin Hall Servia Road Leeds LS7 1NJ registered at Land Registry with absolute title under Title Number WYK46417

Buyers: the individual buyers of the student units in the Building from the Developer and their successors in title.

Contracts: the contracts for sale of the units made between the Developer (1) and the Buyers (2)

Default: any failure by the Developer to pay the whole or any part of the Assured Rent as defined in the Contracts and any other sums guaranteed under the Contracts to the Buyers secured by a Legal Charge to the Company dated the 9th April 2014.

Financial Collateral Regulations: means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226).

SECURED DEPOSIT DEED

HM Land Registry

Title number: WYK463417

Administrative Area: West Yorkshire Leeds

This Deed is dated the day of 2014

PARTIES

- {1} Pinnacle Student Buyers (Leeds) Limited (Company Registration Number 08924849) whose registered office is at 96/98 Victoria Road New Brighton Merseyside CH45 2JF(**Company**);
- {2} Pinnacle Student Developments (Leeds) Limited (Company Number 08513651) whose Registered Office is at 7 Millbank House Bollin Walk Wilmslow Cheshire SK9 1BJ (**Developer**);

BACKGROUND

- (A) The Developer is entitled to the immediate reversion of the Leases.
- (B) The Company has a legal charge over the Reversion to secure the Developer's obligations to the Company and the Buyers

AGREED TERMS

1. INTERPRETATION

1.1 The definitions in this clause apply in this deed.

Account: a separate, designated interest bearing deposit account at the Bank in the name of the Company.

Apartments: the individual apartments comprising the Building.

Bank: NatWest PLC and its successors and assigns or such other bank or building society in England or Wales as the Company may from time to time nominate.

Building : the Freehold property to be known as Austin Hall Servia Road Leeds LS7 1NJ registered at HM Land Registry with title absolute under title number WYK463417

Buyers: the individual buyers of the apartments in the Building from the Developer and their successors in title.

Contracts: the contracts for sale of the Apartments made between the Developer (1) and the Buyers (2)

Default: any failure by the Developer to pay the whole or any part of the Assured Rent as defined in the Contracts and any other sums guaranteed under the Contracts to the Buyers secured by a Legal Charge to the Company dated the day of .