

# TMG HOLDINGS LTD

## Investment details – Reference TMG 220

The Investment is made the 26<sup>th</sup> June 2021  
BETWEEN

1. Langold SSAS, Yule Lodge, 15 Chorley Road, Fulwood, Sheffield, S10 3RJ (Investor)
2. TMG Holdings Ltd, Cobalt 3.1, Silver Fox Way, Newcastle Upon Tyne, NE27 0QJ (Investee)

NOW IT IS AGREED as follows:

### 1 Definitions

In this agreement:

- 1.1. 'Investment' means £55,000.00 comprising the aggregate of the sums set out in the Schedule to be used to invest in the bridging finance deal.
- 1.2. 'Return on Investment' £7,000 interest plus initial Investment
- 1.3. 'Investment term end' means the date end of 30<sup>th</sup> July 2021

### 2. Repayment of investment

- 2.1. In consideration of the Investment (receipt of which the Borrower acknowledges) the Investee undertakes to repay the Investment to the Investor free from any legal or equitable right of set-off on the Redemption Date or, if earlier, immediately on demand if:
  - 2.1.1. the Investee or any surety fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this agreement or any associated or collateral security;
  - 2.1.2. any representation or warranty given by the Investee or any surety to the Borrower is or becomes incorrect;
  - 2.1.3. any judgment or order made against the Investee or any surety by any court is not complied with within fourteen days;
  - 2.1.4. the property of the Investee or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process;
  - 2.1.5. If a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to any other of the Investee or of any surety in the case of an individual:
    - the Investee or any surety becomes subject to an interim order or makes a proposal for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or enters or seeks to enter into any other form of composition or arrangement with his creditors whether in whole or in part;
    - a petition is presented for the bankruptcy of the Investee or any surety; or
    - the Investee or any surety dies or becomes of unsound mind;
- 2.2. Notwithstanding the provisions of clause 2.1 but subject to the provisions of clause 3.1.2 the Investee may at any time repay the Investment or so much of it as may be owing on giving to the Lender 7 days notice subject to the Investor at the same time also paying or discharging all other obligations and liabilities due or owing by the Investee to the Investor under this agreement or under the terms of any security associated with or collateral to it.



## **TMG HOLDINGS LTD**

### **3. Return on Investment - Payment**

- 3.1. The Investee undertakes with the Investor to pay to the Investor a return on the Investment (or so much of it as may from time to time remain outstanding) at the Return on Investment Rate from the date of this agreement before any demand or judgment or the bankruptcy death or insanity of the Investor but the Investee may (but is not bound) if requested so to do by the Investor, defer the Return on Investment due up to the Investment term end until the Investment term end.
- 3.2. Notwithstanding the date upon which the monies are actually repaid, the Borrower will be liable to pay a minimum of the Return on Investment.

### **4. Costs, charges, expenses and other liabilities**

- 4.1. The Investee undertakes with the Investor to pay to the Investor on demand and on a full and unlimited indemnity basis all costs, charges, expenses and liabilities paid and incurred by the Investor (whether directly or indirectly) in relation to this agreement and the obligations owed under and associated with this agreement and any associated or collateral security (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with the Return on Investment from the date when the Investee becomes liable for them until payment by the Investee.
- 4.2. Without prejudice to the generality of the provisions of that clause the Investee's liability under clause 4.1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:
  - 4.2.1. the contemplation and institution of all proceedings and other action in connection with the enforcement of this agreement and with the enforcement preservation and protection of any associated or collateral security;
  - 4.2.2. the contemplation and institution of all proceedings and other action (whether against the Investee or otherwise) for the payment or discharge of the money and liabilities associated with this deed or any associated or collateral security;
  - 4.2.3. the exercise or contemplated exercise of any power, right or discretion conferred by this agreement or by law on the Investor;
  - 4.2.4. any default by the Investee or any surety in compliance with the obligations imposed by the terms of this security or associated with it or with any associated or collateral security;
  - 4.2.5. any impeachment or attempted impeachment of the title of the Investor (whether by the Investee or by a third party) or of the title of the Investee to any associated or collateral security; and
  - 4.2.6. the contemplation or doing of any other matter or thing which the Investor considers to be for the benefit or improvement of any associated or collateral security.

### **5. Investee's representations and warranties**

- 5.1. The Investee represents and warrants to the Investor that the execution of and the observance and performance of his obligations under this agreement does not and will not contravene any charge mortgage lease loan facility or other agreement.

### **6. Indulgence and waiver**



## **TMG HOLDINGS LTD**

- 6.1. The Investor may at any time, without discharging or in any way prejudicing this agreement or any associated or collateral security or any remedy of the Investor under this agreement or any associated or collateral security, grant to the Investee or to any other person time, indulgence, further credit, loans or advances, or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing, or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Investee or any other person.

### **7. Demands and notices**

- 7.1. A demand or notice by the Investor under this agreement shall be deemed to have been properly served on the Investee if served:
- 7.1.1. personally on the Investee, or
  - 7.1.2. by first class letter post, telex or fax addressed to the Investee at or by delivery to his usual or last known place of abode or business.
- 7.2. Service shall be deemed to be effected notwithstanding the death of the Investee:
- 7.2.1. at 10 am on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery,
  - 7.2.2. when dispatched if given by telex or fax, and
  - 7.2.3. when left at the property concerned if delivered.
- 7.3. The methods of service described in clause 6.1 are in addition and without prejudice to any other method of service prescribed or permitted by law.
- 7.4. If the expression 'the Investee' includes more than one person service on any one person shall be deemed to constitute service upon all such persons.

### **8. Validity and severability**

- 8.1. Each of the provisions of this agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
- 8.2. If this agreement is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the agreement.

### **9. Interpretation**

- 9.1. Unless the context otherwise requires:
- the singular includes the plural and vice versa,
  - references to persons include references to firms companies or corporations and vice versa, and
  - references in the masculine gender include references in the feminine or neuter genders and vice versa.
- 9.2. Unless the context otherwise requires the expressions 'the Investee' and 'the Investor' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them.
- 9.3. All agreements, undertakings, representations and warranties given or implied in this mortgage by more than one person shall be deemed to have been given jointly and severally by those concerned.

**TMG HOLDINGS LTD**

- 9.4. The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- 9.5. Any reference to a clause or a paragraph or a schedule is to one in this agreement so numbered or named.

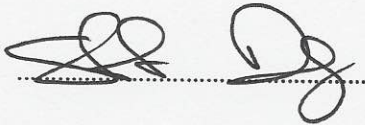
**10 Governing law and jurisdiction**

- 10.1. This agreement shall be governed by and construed in accordance with English law.
- 10.2. It is irrevocably agreed for the exclusive benefit of the Investor that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement may be brought in such courts.
- 10.3. Nothing in this clause shall limit the Investor's right to take proceedings against the Investee in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

Executed as a deed by the Investor and the Investee and delivered the day and date first above written

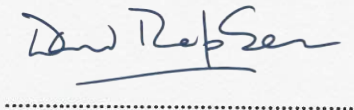
S Day

TMG Holdings Ltd



.....

David Thompson



.....



**TMG HOLDINGS LTD**

**The Schedule**

**Investment amount - £55,000-00**