

Unit 25, Glenmore Business Park  
Colebrook Way  
Weyhill Road  
Andover, Hampshire SP10 3GZ  
Tel: 01264 332993 Fax: 01264 332994

E-mail: [enquiries@longar.co.uk](mailto:enquiries@longar.co.uk)

Website: <http://www.longar.co.uk>

Date:

Trustees of PCM  
c/o The Administrator  
Pension Practitioner .Com Limited  
Daws House  
33-35 Daws Lane  
London  
NW7 4SD

Date: 6 April 2016

Dear Sirs,

The Company has agreed to make a cash pension contribution to the Scheme of £115,000 on 6 April 2016 for the provision of retirement benefits to invited scheme members. That contribution is to be allocated at the rate of £38,333 for each active member, with the balance of £1.00 held in the general account until such time that we advise you of the allocation of the contribution.

Having regard to the resources of the Company, we propose to settle this contribution in the form of an in-specie payment represented by the balance of the freehold title at Unit 24, Glenmore Business Park, Colebrook Way, Andover.

This asset will not give rise to an assessment under Sections 174A, 185A to 185I, 273ZA and Schedule 29A Finance Act 2004.

Would you please advise if this is acceptable.

Yours faithfully



Director

Unit 25, Glenmore Business Park  
Colebrook Way  
Weyhill Road  
Andover, Hampshire SP10 3GZ  
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E-mail: [enquiries@longar.co.uk](mailto:enquiries@longar.co.uk)

Website: <http://www.longar.co.uk>

Date:

Trustees of PCM  
c/o The Administrator  
Pension Practitioner .Com Limited  
Daws House  
33-35 Daws Lane  
London  
NW7 4SD

Date: 16 March 2016

Dear Sirs,

The Company has agreed to make a cash pension contribution to the Scheme of £375,000 on 16 March 2016 for the provision of retirement benefits to invited scheme members. That contribution is to be allocated at the rate of £40,000 for each active member, with the balance held in the general account until such time that we advise you of the allocation of the contribution.

Having regard to the resources of the Company, we propose to settle this contribution in the form of an in-specie payment represented by part of the freehold title at Unit 24, Glenmore Business Park, Colebrook Way, Andover.

This asset will not give rise to an assessment under Sections 174A, 185A to 185I, 273ZA and Schedule 29A Finance Act 2004.

Would you please advise if this is acceptable.

Yours faithfully

  
Director

Trustees of Trustees of PCM  
c/o The Administrator  
Pension Practitioner .Com Limited  
Daws House  
33-35 Daws Lane  
London  
NW7 4SD

Longar Industries Limited  
Aldwych House  
Winchester Street  
Andover  
Hampshire  
SP10 2EA

Date: 6 April 2016

Dear Sirs,

We have noted that the Company has agreed to make a cash pension contribution to the Scheme of £115,000 on 16 March 2016.

This letter should be accepted as confirmation that we have recorded this payment as a debt due to the Trustees and Administrator in accordance with an Agreement dated 6 April 2016.

Having regard to the ages of the member and the requirements of the Scheme, we accept settlement of this debt in the form of an in-specie payment represented by the balance of freehold title at Unit 24, Glenmore Business Park, Colebrook Way, Andover.

We have noted that this payment to the Scheme represents full and final settlement of the debt due to the Trustees and that the asset will not constitute taxable property for the purposes Sections 174A, 185A to 185I, 273ZA and Schedule 29A Finance Act 2004.

The Trustees will account for VAT which is chargeable on the transfer.

Yours faithfully



**Carlo Arrigoni**  
TRUSTEE

TO BE PUT ON COMPANY LETTERHEADED PAPER

Trustees of PCM  
c/o The Administrator  
Pension Practitioner .Com Limited  
Daws House  
33-35 Daws Lane  
London  
NW7 4SD

Date: 6 April 2016

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Yours faithfully

  
Director

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c/o The Administrator  
Pension Practitioner .Com Limited  
Daws House  
33-35 Daws Lane  
London  
NW7 4SD

Longar Industries Limited  
Aldwych House  
Winchester Street  
Andover  
Hampshire  
SP10 2EA

Date: 7 April 2016

Dear Sirs,

Following the transfer of part of the freehold property at Unit 24, Glenmore Business Park, Colebrook Way, Andover it is noted that payment represents full and final settlement of the debt due to the Trustees under an Agreement dated 6 April 2016.

Yours faithfully



Scheme Administrator

Trustees of Trustees of PCM  
c/o The Administrator  
Pension Practitioner .Com Limited  
Daws House  
33-35 Daws Lane  
London  
NW7 4SD

Longar Industries Limited  
Aldwych House  
Winchester Street  
Andover  
Hampshire  
SP10 2EA

Date: 17 March 2016

Dear Sirs,

Following the transfer of part of the freehold property at Unit 24, Glenmore Business Park, Colebrook Way, Andover it is noted that payment represents full and final settlement of the debt due to the Trustees under an Agreement dated 16 March 2016.

Yours faithfully

  
Scheme Administrator

TO BE PUT ON COMPANY LETTERHEADED PAPER

Trustees of PCM  
c/o The Administrator  
Pension Practitioner .Com Limited  
Daws House  
33-35 Daws Lane  
London  
NW7 4SD

Date: 16 March 2016

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This asset will not give rise to an assessment under Sections 174A, 185A to 185I, 273ZA and Schedule 29A Finance Act 2004.

Would you please advise if this is acceptable.

Yours faithfully

A handwritten signature in blue ink, consisting of a stylized 'S' or 'D' shape with a horizontal line through it.

Director



Trustees of Trustees of PCM  
c/o The Administrator  
Pension Practitioner .Com Limited  
Daws House  
33-35 Daws Lane  
London  
NW7 4SD

Longar Industries Limited  
Aldwych House  
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We have noted that this payment to the Scheme represents full and final settlement of the debt due to the Trustees and that the asset will not constitute taxable property for the purposes Sections 174A, 185A to 185I, 273ZA and Schedule 29A Finance Act 2004.

The Trustees will account for VAT which is chargeable on the transfer.

Yours faithfully

  
**Carlo Arrigoni**  
TRUSTEE



ORIGINALS

**Between:**

**Trustees of the PCM**

**and**

**Longar Industries Limited**

**Date:**

## **Contents**

**Date**

**Parties**

<b>1</b>	<b>Definitions</b>
<b>2</b>	<b>Amount of the debt</b>
<b>3</b>	<b>Repayment conditions</b>
<b>4</b>	<b>Interest payable</b>
<b>5</b>	<b>Early repayment of part</b>
<b>6</b>	<b>Debtor's warranties</b>
<b>7</b>	<b>Event of Default</b>
<b>8</b>	<b>Notice of default</b>
<b>9</b>	<b>Consequences of termination</b>
<b>10</b>	<b>Assignment</b>
<b>11</b>	<b>Promise to provide information</b>
<b>12</b>	<b>Contract is divisible</b>
<b>13</b>	<b>Notices and service</b>
<b>14</b>	<b>Headings</b>
<b>15</b>	<b>Dispute resolution</b>
<b>16</b>	<b>Waiver</b>
<b>17</b>	<b>Jurisdiction</b>

This agreement is dated:     March 2016

It is made between:

Trustees of the PCM, The Administrator, Pension Practitioner .Com Limited, Daws House. 33-35 Daws Lane, London. NW7 4SD hereinafter referred to in this document as “Creditor” and **Longar Industries Limited** (company number 00997996) of Aldwych House, Winchester Street, Andover, Hampshire, SP10 2EA hereinafter referred to in this document the “Debtor”.

### **Background**

The purpose of this agreement is to set out the contractual terms under which a debt has been created following a promise for a contribution of £375,000 to the Trustees of PCM by Longar Industries Limited.

These contractual terms set out how the debt will be settled and in particular, interest that will apply with the consequence of default on the settlement.

The terms of this Agreement are:

1        Definitions that apply to this agreement:

“Debt”	means the sum of £375,000 , plus the amount outstanding as due whether of capital and/or interest and VAT of 20%.
“Basic rate”	means Interest at the rate of 3% above average of base rate of the 6 high street clearing banks.
“Interest Date	means the 1 <sup>st</sup> of each calendar month.

The terms “Creditor” and “Debtor” include in the case of a corporation, any associated or subsidiary company.

2        Amount of the Debt

The Debt is in the sum of £375,000 or such lesser sum at any time this agreement subsists, or such lesser sum as shall be outstanding after part repayment has been made.

3        Repayment

The Debt amount shall be repaid in form of a transfer of share of freehold title at Unit 24, Glenmore Business Park, Colebrook Way, Andover equal to the amount of debt outstanding within seven calendar days of the date of this agreement, or at an earlier date as may be required by the Creditor from time to time. If the debt is not repaid within 7 calendar days of the date of this agreement, interest will be repayable, the terms of which are set out in part 4. If after a further period of 7 calendar days the debt has not been repaid in full the Debtor will be deemed to be in default.

**4 Interest payable**

**5.1 Interest shall be paid at the Basic Rate**

**4.1 Interest shall be calculated on a daily basis and cumulated monthly.**

**4.2 Interest shall be paid on the Interest Date.**

**5 Early repayment of part**

The Debtor may repay all or part of the Debt before the due date for repayment provided that not less than seven working days' notice is given by the Debtor to the Creditor specifying the amount proposed to be prepaid. This notice then binds the Debtor to make that payment on the date he has specified.

**6 Debtor's warranties**

The Debtor represents and warrants that:

**6.1 It is authorised to enter into this agreement;**

**6.2 the execution of this agreement and the performance by the Debtor of his obligations are fully within the Debtor's legal authority, are not in breach of the articles of association of the Debtor, and do not and will not contravene or be in conflict with any provision of law or of any agreement binding upon the Debtor.**

**6.3 the Debtor has no undisclosed contingent obligations;**

**6.4 there are no material, unrealised or anticipated losses from any present commitment of the Debtor;**

**6.5 the Debtor will advise the Creditor of material adverse changes which occur at any time prior to the date of final payment;**

**6.6 the property at freehold title at Unit 24, Glenmore Business Park, Colebrook Way, Andover is owned by the Debtor;**

## **7 Event of Default**

An “event of default” occurs when:

- 7.1 the Debtor fails to pay in full and on the due date for payment any sum due and remains in default for fourteen days after the Creditor by notice to the Debtor has demanded immediate payment; or
- 7.2 a petition is presented for an order for the bankruptcy of the Debtor; or
- 7.3 in the opinion of the Creditor, any representation or warranty made by the Debtor is found to be incorrect; or
- 7.4 If the Debtor is a company:
  - 7.4.1 a receiver is appointed to the Debtor; or
  - 7.4.2 notice is given of an Extraordinary General Meeting to resolve to wind up the Debtor;

## **8 Notice of default**

- 8.1 Where an event of default has occurred the Creditor may issue a notice of default. When the Creditor does so, the whole amount of the Debt then outstanding and any unpaid interest immediately fall due for payment.
- 8.2 Each Event of Default stands on its own, independently from any other Event of Default and shall not be limited by another Event of Default.
- 8.3 When an event of default happens, the Creditor may serve on the Debtor a notice specifying the default.

## **9 Consequences of Termination**

At any time after issue of a valid notice of default by the Creditor:

- 9.1 the Debtor shall pay to the Creditor:
  - 9.1.1 all money due at any time under this agreement;
  - 9.1.2 damages for any breach of this agreement;
- 9.2 The Debtor now undertakes that upon notice of default having been given, he will use his best endeavours to assist the Creditor in any way possible, to transfer part of the freehold property at freehold title at Unit 24, Glenmore Business Park, Colebrook Way, Andover

to the name of the Creditor or to a third party by way of realisation.

**10 Assignment**

- 10.1 This Agreement shall be binding upon any successors, permitted assigns and transferees of either party, but the Debtor shall not assign or transfer any of its rights or obligations without the previous written consent of the Creditor.
- 10.2 The Creditor may assign its rights obligations to any other person without consent of the Debtor.
- 10.3 The Creditor may disclose to a potential assignee who may propose enter into contractual relations with the Creditor, such information about the Debtor as the Creditor shall consider appropriate.

**11 Promise to provide information**

Until all obligations of the Debtor under this agreement have been performed in full and the Debt has been repaid, the Debtor agrees that, unless at any time the Creditor shall otherwise expressly consent in writing, he will furnish to the Creditor:

- 11.1 Within 6 months of the Creditor's Year End during the term of the Debt, a financial statement will be provided to the Creditor;
- 11.2 The Creditor may request that the Financial Statement be Independently Audited and the Debtor will do everything necessary in an expedient manner to assist with that request. The costs for the Audit will be borne by the Debtor.
- 11.3 The Financial Statement will be prepared on a consolidated basis and in conformity with generally accepted accounting principles, duly certified by an independent and professionally qualified accountant.
- 11.4 from time to time a written report of any changes in the list of the Subsidiaries of the Company;
- 11.5 from time to time such other information concerning the Debtor as the Creditor may reasonably request.

**12 Contract is divisible**

Each sub paragraph in this agreement is independent and severable from each other paragraph and therefore separately enforceable. If any restriction is unenforceable for any reason but would be enforceable if part of the wording were deleted, it will apply with such deletions as may be necessary to make it valid and enforceable.

### **13 Notices and service**

- 13.1** Any notice or other information required or authorised by this agreement to be given by either party to the other may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address last provided for that type of communication.
- 13.2** Any notice or other information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, or that it has not been so returned to the sender, shall be sufficient evidence that it has been duly given.
- 13.3** Any notice or other information sent by electronic means, shall be deemed to have been duly sent on the date of transmission.
- 13.4** Service of any legal proceedings concerning or arising out of this agreement shall be effected by causing the same to be delivered to the party to be served at his main place of business or his registered office, or to such other address as may from time to time be notified in writing by the party concerned.

### **14 Headings**

The headings in this document are for reference only.

### **15 Dispute Resolution**

In the event of a dispute arising out of this agreement the parties undertake to attempt to settle it through professional mediation before commencing litigation.

### **16 Waiver**


The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

### **17 Jurisdiction**

This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.



Signed by the Trustees of the PCM acting by

Signature :   
Name : P. ARRIGONI

Signature :   
Name : P. ARRIGONI

Signed by

Director:  
Longar Industries Limited

Signed by   
C. ARRIGONI 22.3.16.

Director  
Longar Industries Limited

ORIGINALS

Between:

Trustees of the PCM

and

Longar Industries Limited

Date:

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This agreement is dated: 6 April 2016

It is made between:

Trustees of the PCM, The Administrator, Pension Practitioner .Com Limited, Daws House. 33-35 Daws Lane, London. NW7 4SD hereinafter referred to in this document as "Creditor" and Longar Industries Limited (company number 00997996) of Aldwych House, Winchester Street, Andover, Hampshire, SP10 2EA hereinafter referred to in this document the "Debtor".

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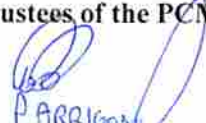
### **17 Jurisdiction**

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Signed by the Trustees of the PCM acting by

Signature :

Name :

  
P. ARRIGONI

Signature :

Name :

  
P. ARRIGONI

Signed by

Director:

Longar Industries Limited

Signed by



C. ARRIGONI

Director

Longar Industries Limited

22.3.16



**Please do not post printed copies of this registration to HM Revenue & Customs, as they will not be processed.**

### Submission status

Submission status: Awaiting submission

### Taxes you have requested to register

You have requested to register:

- for VAT

### Online services you will be enrolled for

You will be enrolled to use the online services listed below. An Activation Code for each service that requires one will be sent to you by post once your application has been successfully verified and the enrolment is complete.

- VAT (Submit a return and Change registration details)

### About you

#### Personal information

Name: CARLO ARRIGONI

Date of birth: 21 June 1972

National Insurance Number: NY473253A

Self Assessment Unique Taxpayer Reference (if applicable): Not provided

#### Home address(es)

Address line 1: 14 Clement Court

Address line 2: Chawton

Address line 3: ALTON

Address line 4: Hampshire

Postcode: GU34 1EE

#### Contact details

Email address: Not provided

Daytime telephone number (including STD): 01264332993

Mobile telephone number: Not provided

### About the business

#### Business details

Name of the partnership: PCM c/o Pension Practitioner .Com

#### Principal Place of Business address

Address line 1: 33-35 Daws Lane

Address line 2: LONDON

Address line 3: Not provided

Address line 4: Not provided

Postcode: NW7 4SD

**Business contact details**

Business daytime telephone number (including STD): 08006344862

Business mobile telephone number: Not provided

Business email address: info@pensionpractitioner.com

Business website address: Not provided

**VAT registration**

Type of business: Trust

Type of registration: Making or intending to make taxable supplies

**Reason for registering**

In the past, in any period of 12 months or less, has the taxable turnover of the business gone over the VAT registration threshold? No

In the next 30 days alone do you expect the taxable turnover to go over the VAT registration threshold? Yes

When did the business first expect to go over the VAT registration threshold in the next 30 days? 15 March 2016

At any time in the past did you expect the taxable turnover to go over the VAT registration threshold in the following 30 day period? No

**Date of registration**

From what date do you want the business to be registered? 15 March 2016

**Business activities**

The Business Activity description that will appear on your VAT Certificate is: Buying and selling of own real estate

SIC code	Sub code	Business activity description	Main activity
68100	006	Real estate owner	Yes

Description of business activities: PENSION SCHEME INVESTMENTS, THE TRUST WILL BE HOLDING A COMMERCIAL PROPERTY WHICH IS BEING OPTED TO TAX

**Other business involvements**

Other business involvement: No

**Value of supplies**

The total value of taxable turnover of the business in the next 12 months: 5290000

The value of taxable turnover that is zero rated in the next 12 months: 0

Do you expect that the VAT on purchases will regularly exceed the VAT on supplies, i.e. the business would Yes

claim VAT repayments on most VAT returns?

Does the business buy from or sell goods/services to other EU member states? No

Is your business involved in imports/exports or the transit of goods from/to countries outside the EU? No

#### Bank account

Reason you are unable to provide bank account details for the business: Bank account is in the process of being set up

#### VAT Return frequency

Returns to be submitted: No preference

#### Business partners

Partner name	Reference number
MARCO ARRIGONI	JJ465779D
PETER ARRIGONI	NM766560B