

# LONGAR

## INDUSTRIES LIMITED

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Unit 25  
Glenmore Business Park  
Colebrook Way  
Andover, Hampshire SP10 3GZ

Tel: 0044 1264 332993  
Fax: 0044 1264 332994  
Email: [info@longar.co.uk](mailto:info@longar.co.uk)

Your ref:

Our ref:

Date:

F. A. O. GAVIN AS REQUESTED.



WITH COMPLIMENTS

Between:

Trustees of the PCM

and

Longar Industries Limited

Date:

## Contents

Date

Parties

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This agreement is dated: December 2010

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 £250,000 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 £250,000 (two hundred and forty five thousand pounds), plus the amount outstanding as due whether of capital and/or interest.
"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 £250,000 (two hundred and fifty thousand pounds) 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 25, 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 25, 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 25, 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 :

Signed by

Director:  C. AZZICONI,  
Longar Industries Limited

Signed by  P. ARRIGONI

Director  
Longar Industries Limited

077767 670174.

01782 - 717444.

08457 - 121121.

## DECLARATION OF TRUST

THIS TRUST DEED is made the

2012

### **BETWEEN**

- (1) **Longar Industries Limited** (company number **00997996**) of Aldwych House, Winchester Street, Andover, Hampshire, SP10 (Registered Proprietor)
- (2) **Peter John Arrigoni** of Marlowes, 3 Church Court, Branksomewood Road, Fleet, GU51 4JR; **Carlo Arrigoni** of Ladybird Lodge, 14 Clement Court, Chawton, Alton, GU34 1EE and **Marco Francesco Arrigoni** of Orchard Cottage, 6 Arthur Road, Farnham, Surrey, GU9 8PB (Beneficiaries)

### **NOW THIS DEED WITNESSES as follows:**

1. Recitals
  - 1.1 The Registered Proprietor is the proprietor of freehold Unit 25, Glenmore Business Park, Colebrook Way, Andover registered at Land Registry under title number HP640254 ("the Property") subject to a Legal Mortgage ("the Mortgage") in favour of The Royal Bank of Scotland;
  - 1.2 The Beneficiaries are the Trustees of PCM ("the Pension Scheme") as appointed by a Trust Deed dated 27 April 2012.
  - 1.3 The Registered Proprietor has paid an in-specie consideration of £250,000 to the Beneficiaries on 30 April 2012 to acquire a beneficial interest in the Property.
  - 1.4 The Registered Proprietor desires to make a declaration of the beneficial interest in the Property.
2. Declaration of Trust

The Registered Proprietor hereby declares that he holds the Property and all rights therein, together with the net proceeds of any sale, income or disposal of the Property and on trust and for the benefit of the Registered Proprietor and the Beneficiaries at a ratio of *(to be inserted)*

3. Mortgage Provision

The Registered Proprietor undertakes that

- 3.1 he will observe and perform all covenants, restrictions, conditions and stipulations at any time affecting the Property and the terms and conditions of the Mortgage;

- 3.2 during the continuance of the Mortgage repayments due to Royal Bank of Scotland shall be made by the Registered Proprietor;
- 3.3 he will maintain public liability insurance and to pay the insurance premium subject to the provisions of the Mortgage and to apply any money received on any policy of insurance effected on the Property and any contents in replacement or reinstatement of the same;
- 3.4 Neither party shall create or purport to create any charge mortgage lien of other interest (other than the Mortgage) in respect of the Property as a whole or their respective shares or to dispose by sale, gift or otherwise of the whole or part of their respective shares without the consent in writing of the other party.

#### 4. Repair Provision

The Registered Proprietor and Beneficiaries covenant with each other that non-essential maintenance and/or improvements to the Property may be carried out without the consent of the other party.

#### 5. Land Registry Restriction

A restriction shall be entered onto the Register that: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent by all of the Trustees of the PCM, which is governed by a Trust Deed dated 27 April 2012.


#### 6. Tenancy in Common

The property will be held as tenancy in common between the Registered Proprietor and the Beneficiaries.


IN WITNESS whereof the parties have signed as a Deed the day and year above written.

SIGNED as a deed, and delivered when dated,  
by **Longar Industries Limited**  
acting by

Director  
Signature :   
Name : C. ARRIGONI


Director  
Signature :   
Name : P. ARRIGONI

Signed as a Deed by the said  
**Peter John Arrigoni**  
in the presence of

Signature of Witness   
Name (in block capitals) C FINCH

Address 14 VIGO ROAD  
ANDOVER  
HAMPSHIRE  
SP10 1HW

Signed as a Deed by the said  
**Carlo Arrigoni** in the presence of

Signature of Witness   
Name (in block capitals) C FINCH

Address 14 VIGO ROAD  
ANDOVER  
HAMPSHIRE  
SP10 1HW



Signed as a Deed by the said  
Marco Francesco Arrigoni in the presence of



Signature of Witness



Name (in block capitals) MC FINCH

Address 14 VIGO ROAD  
ANDOVER  
HAMPSHIRE  
SP10 1HW

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:

Dear Sirs,

The Company has agreed to make a cash pension contribution to the Scheme of £250,000 on 30 April 2012 for the provision of retirement benefits to invited scheme members. That contribution is to be allocated at the rate of £50,000 for each active member, with the balance held in the non-member's 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 debt in the form of an in-specie payment represented by part of the freehold title at Unit 25, 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:

Dear Sirs,

We have noted that the Company has agreed to make a cash pension contribution to the Scheme of £250,000 on 30 April 2012.

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 30 April 2012.

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 part of the freehold title at Unit 25, 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.

Yours faithfully

  
**Carlo Arrigoni**  
TRUSTEE