

800026113

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the charge is
instrument Use form MR02



A16 01/04/2015 #349
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 04664791

Company name in full Portgreen Properties Limited

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 26/03/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Gert Schyberg

Name Carina Schyberg

Name

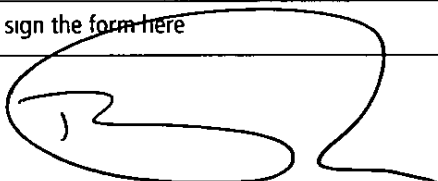
Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MRO1

Particulars of a charge

| | | |
|-------------------|---|---|
| 4 | Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument | Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space |
| Brief description | Legal Charge over The Old Stables Outwood Lane South Godstone Godstone RH1 5PN registered at H M Land Registry under title number SY693298 | |
| 5 | Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 6 | Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes | |
| 7 | Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 8 | Trustee statement¹ You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/> | ¹ This statement may be filed after the registration of the charge (use form MR06) |
| 9 | Signature Please sign the form here Signature X  X This form must be signed by a person with an interest in the charge | |

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Simon Robinson

Company name Baldwin & Robinson Law

Address 4 Oxted Chambers

185-187 Station Road East

Post town Oxted

County/Region Surrey

Postcode R H 8 0 Q E

Country uk

DX N/A

Telephone 01883 708 155



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4664791

Charge code. 0466 4791 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2015 and created by PORTGREEN PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2015.

P

Given at Companies House, Cardiff on 14th April 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

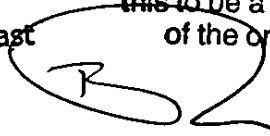
Legal charge of a registered estate

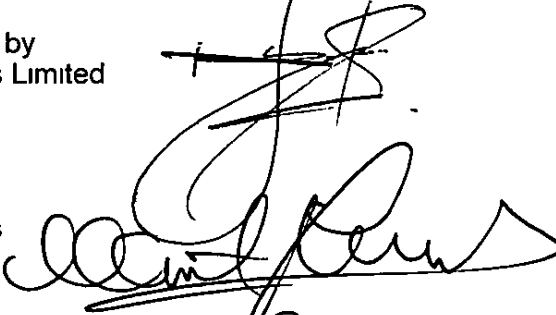
CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

| | |
|---|---|
| 1 | Title number(s) of the property SY693298 |
| 2 | Property The Old Stables Outwood Lane South Godstone Godstone RH1 5PN |
| 3 | Date 26 March 2015 |
| 4 | <div><div>Borrower Portgreen Properties Limited</div><div>Baldwin & Robinson Law 4 Oxted Chambers 185-187 Station Road East Oxted RH8 0QE</div><div>We hereby certify this to be a true copy of the original. </div></div> <div><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 04664791 <u>For overseas companies</u> (a) Territory of incorporation (b) Registered number in the United Kingdom including any prefix</div> |
| 5 | <div>Lender for entry in the register Gert Schyberg and Carina Schyberg</div> <div><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix <u>For overseas companies</u> (a) Territory of incorporation (b) Registered number in the United Kingdom including any prefix</div> |
| 6 | <div>Lender's intended address(es) for service for entry in the register 5 Bradenhurst Close Caterham Surrey</div> |

| | |
|----|---|
| 7 | <p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p> |
| 8 | <p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate</p> |
| 9 | <p>Additional provisions</p> <p>To secure such sums as set out in a Loan Agreement dated <u>26 March 2015</u> 2015 and made between the Lender (1) and the Borrower (2)</p> <p>The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property</p> <p>"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [<u>26/03/2015</u>] in favour of Gert Schyberg and Carina Schyberg referred to in the charges register or their conveyancer or specify "</p> |
| 10 | <p>Execution</p> <p>Executed as a Deed by Portgreen Properties Limited in the presence of</p> <div style="margin-top: 20px;"> <p>Signature of Witness </p> <p>Name <u>MARTIN RANKUM</u></p> <p>Address</p> <p style="margin-left: 200px;">SUMMERS SOLICITORS LLP 22 WELBECK STREET LONDON W1G 8EF</p> </div> |

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

DATED

26 March 2015

LOAN AGREEMENT

GERT SCHYBERG AND CARINA SCHYBERG

AND

VILLAGE RURAL AND AFFORDABLE HOUSING LIMITED

AND

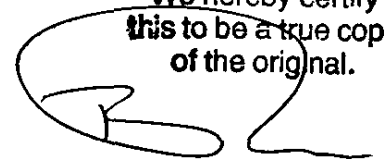
NIGEL GREENHALGH

AND

PORTGREEN PROPERTIES LIMITED

Baldwin & Robinson Law
4 Oxted Chambers
185-187 Station Road East
Oxted
RH8 0QE

We hereby certify
this to be a true copy
of the original.



SUMMERS SOLICITORS LLP

22 Welbeck Street

London W1G 8EF

DX 82961 MAYFAIR

T +44(0)20 7224 2024

F +44(0)20 7224 2028

THIS AGREEMENT is dated

26 March 2015

PARTIES

- (1) **VILLAGE RURAL AND AFFORDABLE HOUSING LIMITED** whose registered office is situate at East Wing Harewood House Outwood Lane Outwood Surrey RH1 5PN (**Borrower**)
- (2) **GERT SCHYBERG** and **CARINA SCHYBERG** both of 5 Bradenhurst Close Caterham Surrey (**Lender**).
- (3) **NIGEL GREENHALGH** of Harewood House Outwood Lane Outwood Surrey RH1 5PN (**Guarantor**)
- (4) **PORTGREEN PROPERTIES LIMITED** of East Wing Harewood House Outwood Lane Outwood Surrey RH1 5PN (**Third Charge Borrower**)

BACKGROUND

The Lender has agreed to provide the Borrower with a secured term loan of £300,000

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement

Affinity Sutton: Affinity Sutton Housing Association of 6 More London Place, Tooley Street London, SE1 2DA. Charitable Registered Society No 28038R

Business Day: a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market

Event of Default: any event or circumstance listed in clause 9

Fixed Return: the fixed return due to the Lender under clause 4

Indebtedness: any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint

Loan: the principal amount of the loan made or to be made by the Lender to the Borrower under clause 2 of this agreement or (as the context requires) the principal amount outstanding for the time being of that loan

Security Documents: the documents referred to in Schedule 1 and dated the date hereof

Sterling and £: the lawful currency for the time being of the United Kingdom

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement

- 1 3 A reference to **this agreement** (or any provision of it) or any other document shall be construed as a reference to this agreement, that provision or that document as it is in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms, or with the agreement of the relevant parties
- 1 4 A reference to a **person** shall include a reference to an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person
- 1 5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 A reference to **writing** or **written** includes faxes but not e-mail
- 1 7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1 8 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular
- 1 9 A reference to the **Borrower** and the **Lender** shall include their respective successors, permitted transferees and permitted assigns
- 1 10 A reference to a **disposal** of any asset, undertaking or business, includes a sale, lease, licence, transfer, loan or other disposal by that person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions)
- 1 11 A reference to a clause or Schedule is to a clause of, or Schedule to, this agreement unless the context requires otherwise.
- 1 12 A reference to **continuing** in relation to an Event of Default means an Event of Default which has not been remedied or waived

2. THE LOAN

- 2 1 The Lender grants to the Borrower a secured loan of £300,000 to be paid in one tranche of £60,000 and a second tranche of £240,000 on the terms, and subject to the conditions, of this agreement
- 2 2 The Lender's obligation to make the Loan for the first tranche is conditional on the Borrower first having delivered to the Lender the Security Documents referred to in the Schedule 1 Items 1, 2, and 3, each of which must be duly executed by all the parties to it The Lender's obligation to make the loan for the second tranche is

conditional upon the Borrower and the Third Charge Borrower first having delivered to the Lender the Security Documents referred to in Schedule Item 4 together with the consent of the previous charge holders of the property consenting to the Security Document referred to in Schedule 1 Item 4 being registered at HM Land Registry and also all necessary company board minutes agreeing to the loan

- 2 3 The Loan will be advanced by a two payments the first on the date of this agreement and the second upon the delivery of the security document listed in Schedule 1 Item 4 and in accordance with clause 2 2 hereof

3. PURPOSE

- 3 1 The Borrower shall use the money borrowed under this agreement to, among other things, forward fund the construction of 20 affordable units at land and buildings situate at Newchapel Road Lingfield Surrey and registered at HM Land Registry under title number SY750496 and to obtain planning permission for 57 Tupwood Lane Caterham Surrey and 87-95 Allington Road Newick Sussex

- 3 2 The Lender is not obliged to monitor or verify how any amount advanced under this agreement is used

4. FIXED RETURN

The Borrower shall pay £160,000 by way of a return additional to any Interest or Loan repayment

5. INTEREST

- 5 1 The Borrower shall pay interest on the Loan in the sum of £60,000 without deduction or withholding for, or on account of, tax unless such a deduction is required by law.

- 5 2. If the Borrower fails to make payment of the Loan, Interest or the Fixed Return within 5 working days of the due date for payment then interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment, at the rate of 10% per month and it is hereby agreed if the Borrower does not pay the interest pursuant to this clause on its due date it shall be added to the sums owed by the Borrower to the Lender and compounded until the end of the next interest payment date but it will remain immediately due and payable

6. REPAYMENT

- 6 1 If the Borrower shall enter into the agreement referred to in clause 1 1 1 then the Borrower shall repay the Loan, the Fixed Return and all accrued interest by 10 monthly payments of £36,000 per month, the first payment to be made on 25th August 2015 and the balance of the loan of £160,000 to be made on 25th June 2016 and if the Borrower fails to make payment of the Loan, Interest or the Fixed Return within 5

working says of the due date for payment then interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment, at the rate of 10% per month and it is hereby agreed if the Borrower does not pay the interest pursuant to this clause on its due date it shall be added to the sums owed by the Borrower to the Lender and compounded until the end of the next interest payment date but it will remain immediately due and payable

- 6 2 If the Borrower shall fails, after using reasonable endeavours to enter into the agreement referred to in clause 11 1 1 then clause 6 1 shall not apply and the Loan shall be repaid upon the earlier of

6 2 1 completion of the sale of The Old Stables, Outwood Lane, Outwood Surrey RH1 5PN and registered at HM Land Registry under title number SY693298, or

6 2 2 Completion of the sale of or the assignment of the option over Newchapel Road Lingfield Surrey registered at HM Land Registry under title number SY750496; or

6 2 3 Completion of the sale or the assignment of the option 57 Tupwood Lane Caterham CFR3 6DB registered at HM Land Registry under title number SY460496, or

6 2.4 Completion of the sale of or the assignment of the options of 89 Allington Road Newick East Surrey registered under title number ESX318255 and 95 Allington Road Newick East Surrey registered under title number ESX224228

together with interest of £54,000 and the Fixed Return. If the Loan is not repaid after 3 months from and including the date of this agreement further interest shall be payable of £30,000 per month

- 6 3. It is hereby agreed and declared that if any sale or assignment of the properties mentioned in clause 6 2 1 to 6.2.4 takes place prior to the Borrower entering into the agreement with Affinity Sutton, the Lender will be repaid under the provisions of this clause 6 regardless of whether or not the period granted to the Borrower to enter into with Affinity Sutton has elapsed

7. PAYMENTS

- 7 1 All payments made by the Borrower under this agreement shall be in Sterling and in immediately available cleared funds to the Lender at its account number [] with Bank sort code [] or such other account in England as the Lender may notify the Borrower

- 7 2 If any payment becomes due on a day which is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or, if that

Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day

8. REPRESENTATIONS AND WARRANTIES

8 1 The Borrower and the Third Charge Borrower represents and warrants on the date of this agreement

8 1 1 It is a duly incorporated limited liability company validly existing under the laws of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted

8 1 2 It has the power and authority to execute, deliver and perform its obligations under this agreement and the transactions contemplated by it No limit on its powers will be exceeded as a result of the borrowing contemplated in this agreement

9. EVENTS OF DEFAULT

9 1. Each of the events or circumstances set out in this clause 9 (other than this clause 9 1 and clause 9.7) is an Event of Default.

9 2 The Borrower or Guarantor fails to pay any sum payable under this agreement, unless its failure to pay is caused solely by an administrative error and payment is made within seven Business Days of its due date

9 3. The Borrower, the Third Charge Borrower or Guarantor fails (other than by failing to pay), to comply with any provision of this agreement (and if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 28 Business Days of the earlier of

- (a) the Lender notifying the Borrower, the Third Charge Borrower and Guarantor of the default and the remedy required,
- (b) the Borrower, the Third Charge Borrower or Guarantor becoming aware of the default.

9 4 Any action, proceedings, procedure or step is taken for

- (a) the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower, the Third Charge Borrower or Guarantor, or
- (b) the composition, compromise, assignment or arrangement with any creditor, or

- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower, the Third Charge Borrower or Guarantor or any of its assets

9 5 The Borrower, the Third Charge Borrower or Guarantor enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties)

9 6 If the Borrower has not entered into the contract with Affinity Sutton pursuant to clause 11 1 1 hereof and has not repaid the Loan, the Fixed Return and the interest payable hereunder by 31st December 2015

9 7 Notwithstanding anything contained in this Agreement at any time after an Event of Default has occurred, the Lender may, by notice to the Borrower, the Third Charge Borrower and Guarantor

- (a) cancel all outstanding obligations of the Lender under this agreement whereupon they shall be immediately be cancelled, and/or
- (b) declare that the Loan (and all accrued interest and all other amounts outstanding under this agreement) is immediately due and payable, whereupon they shall become immediately due and payable, and/or
- (c) declare that the Loan be payable on demand, whereupon it shall become immediately payable on demand by the Lender

10. ACCOUNTS

10 1 The Lender shall maintain accounts evidencing the amounts owed to it by the Borrower

11. COVENANTS BY THE BORROWER

11.1 The Borrower covenants with the Lender to

11 1 1 use its reasonable endeavours to enter into a design and build contract with Affinity Sutton as soon as reasonably practicable but in any event within six weeks from the date of this Loan Agreement unless in the Borrower's absolute opinion (acting reasonably) the terms under which Affinity Sutton wish the Borrower to enter into such agreement are too onerous;

11 1 2 to pay the Lender's reasonably and properly incurred legal costs of £1,800 00 plus VAT in respect of the negotiation and preparation of this agreement, such sum to be deduction from the Loan less any sums paid on account of such fees.

12. RELEASE OF THIRD CHARGE

- 12.1 Upon the Borrower entering into the contract with Affinity Sutton referred to in clause 11.1.1 above the Lender hereby agrees and undertakes at the request of the Borrower take whatever action is necessary to release the Third Charge referred to at item 4 in the Schedule from the security constituted by this agreement notwithstanding that monies may still be owing to the Lender

13. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

- 13.1 Any amendment to this agreement shall be in writing and signed by, or on behalf of, each party.
- 13.2 Any waiver of any right or remedy or any consent given under this agreement is only effective if it is in writing and signed by the waiving or consenting party. It shall apply only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision
- 13.3 No delay or failure to exercise any right or remedy under this agreement on the part of the Lender shall operate as a waiver of any such right or remedy.
- 13.4. No single or partial exercise of any right or remedy under this agreement by the Lender shall prevent any further or other exercise or the exercise of any other right or remedy under this agreement
- 13.5. Rights and remedies under this agreement are cumulative and do not exclude any other rights or remedies provided by law or otherwise

14. SEVERANCE

- 14.1. The invalidity, unenforceability or illegality of any provision (or part of a provision) of this agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions
- 14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the parties.

15. ASSIGNMENT

- 15.1 Neither party may not assign any of its rights or transfer any of its rights or obligations under this agreement

16. COUNTERPARTS

This agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

17. THIRD PARTY RIGHTS

A person who is not a party to this agreement cannot enforce, or enjoy the benefit of, any term of this agreement under the Contracts (Rights of Third Parties) Act 1999

18. NOTICES

18.1 Each notice or other communication required to be given under, or in connection with, this agreement shall be

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax; and
- (b) sent
 - (i) to the Borrower at: East Wing Harewood House Outwood Lane
Outwood Surrey RH1 5PN
Attention Nigel Greenhalgh
 - (ii) to the Lender at 5 Bradenhurst Close Caterham Surrey
Attention Gert Schyberg

or to any other addresses or fax numbers that are notified in writing by one party to the other from time to time

18.2 Any notice or other communication given by the Lender shall be deemed to have been received

- (a) if sent by fax, when received in legible form,
- (b) if given by hand, at the time of actual delivery, and
- (c) if posted, on the second Business Day following the day on which it was despatched by pre-paid first-class post

18.3 A notice or other communication given as described in clause 15.2(a) or clause 15.2(b) on a day which is not a Business Day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next Business Day

18.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt

19. GOVERNING LAW AND JURISDICTION

- 19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales
- 19.2 The parties to this agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

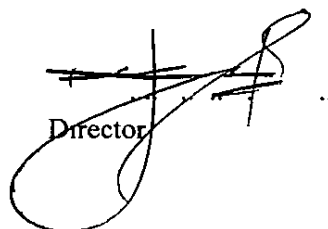
This agreement has been entered into on the date stated at the beginning of it

SCHEDULE
The Security Documents

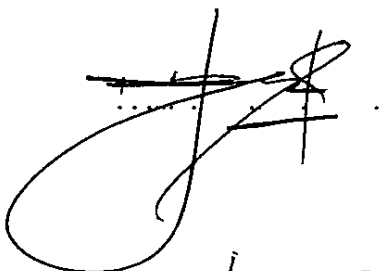
1. Debenture over the Borrower
2. Guarantee by Nigel Greenhalgh duly signed and witnessed
3. Charge over Option Agreement relating to Land at Newchapel Road Lingfield Surrey and registered HM Land Registry under title number SY75049
4. Third Charge over the Old Stables, Outwood Lane, Outwood, Surrey RH1 5PN and registered at HM Land Registry under title number SY693298

Signed by Nigel Greenhalgh
for and on behalf of Village
Rural and Affordable Housing
Limited

Director

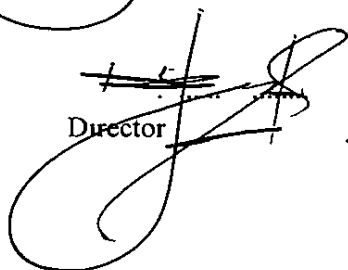
A handwritten signature in black ink, featuring a large, sweeping loop on the left side and a series of horizontal strokes on the right.

Signed by Nigel Greenhalgh

A handwritten signature in black ink, featuring a large, sweeping loop on the left side and a series of horizontal strokes on the right.

Signed by Nigel Greenhalgh
for and on behalf of Portgreen
Properties Limited

Director

A handwritten signature in black ink, featuring a large, sweeping loop on the left side and a series of horizontal strokes on the right.