



Registration of a Charge

Company name: **GODALMING VENTURES LIMITED**
Company number: **12777971**

Received for Electronic Filing: **30/11/2020**



Details of Charge

Date of creation: **26/11/2020**
Charge code: **1277 7971 0002**
Persons entitled: **KHK CAPITAL LIMITED**
Brief description: **HART BROWN, 1 LOWER SOUTH STREET, GODALMING, GU7 1BZ (LAND REGISTRY TITLE NUMBER SY616052).**
Contains fixed charge(s).
Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

VALERIYA ZINCHENKO



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12777971

Charge code: 1277 7971 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2020 and created by GODALMING VENTURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2020 .

Given at Companies House, Cardiff on 1st December 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Date: 26 November 2020

(1) Godalming Ventures Limited

And

(2) KHK Capital Limited

LEGAL MORTGAGE

RELATING TO

Hart Brown, 1 Lower South Street, Godalming, GU7 1BZ (Land Registry Title Number SY616052)

Clause	Clause	Page
1	DEFINITIONS AND INTERPRETATION	3
2	COVENANT TO PAY	6
3	CHARGES	6
4	SUBSEQUENT CHARGES	8
5	BORROWER COVENANTS.....	8
6	FURTHER BORROWER COVENANTS	9
7	NON MERGER.....	12
8	ENFORCEMENT AND APPOINTMENT OF RECEIVER.....	12
9	ADDITIONAL POWERS AND APPOINTMENT OF ATTORNEY	13
10	REMEDIES, WAIVERS AND CONSENTS	17
11	AVOIDANCE OF PAYMENTS AND RETENTION OF SECURITY	18
12	PROTECTION OF PURCHASERS	18
13	THE LAND REGISTRY	19
14	SERVICE OF DEMANDS, NOTICE.....	19
15	ASSIGNMENT.....	19
16	MERGE/RECONSTRUCTION.....	20
17	SECURITY	20
18	GOVERNING LAW.....	20
19	SEVERABILITY.....	20

THIS LEGAL MORTGAGE is dated

2020

BY

- (1) **Godalming Ventures Limited** a company incorporated in England with number **12777971** and whose registered office is 115 Craven Road, London, N15 6BL ("the Borrower"); and
- (2) **KHK Capital Limited** a company incorporated in England with number **10482158** and whose registered office is c/o Priority Law Limited, Lakeview Lakeside, Cheadle, SK8 3GW ("the Lender").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Legal Mortgage the following expressions shall have the respective meanings ascribed to them (unless the context requires otherwise):

"Act" means the Law of Property Act 1925;

"Agreed Rate of Interest" means the rate of interest agreed between the Borrower and the Lender in the Facility Letter;

"Assets" means all the property, assets, contractual and other rights and undertaking of the Borrower, wherever these are located and whether present or future;

"Business" means any business activity engaged in by the Borrower at the Property;

"Business Day" means a day on which banks are open for the transaction of normal business in the City of London (other than a Saturday or Sunday);

"Companies Act" means the Companies Act 1985 and 2006 (as the case may be);

"Default Rate of Interest" means interest at the rate for default as specified in the facility letter;

"Endorsed Encumbrance" means any encumbrance created by this Deed;

“Event of Default” means any of the events of default as listed in the Facility Letter;

“Facility Letter” means the facility letter dated on or around the date of this Legal Mortgage and made between the Borrower and the Lender pursuant to which the Lender has agreed to make certain facilities available to the Borrower;

“Goodwill” means the goodwill and connection of any business or businesses now or at any time during the continuance of this security carried on by or for the account of the Borrower upon all or any part of the Mortgaged Property together with the benefit of all licences thereto where assignable;

“Mortgaged Property” means the property charged to the Lender pursuant to Clause 3.1;

“Planning Acts” means the planning acts as defined by Section 336 of the Town and Country Planning Act 1990;

“Receiver” means a receiver appointed by the Lender pursuant to this Legal Mortgage; and

“Secured Obligations” means all moneys and liabilities which are now or shall at any time hereafter be owing due or incurred (whether on or at any time after demand) to the Lender by the Borrower anywhere and all other liabilities whatsoever of the Borrower to the Lender, present future actual and/or contingent whether owing from the Borrower solely and whether as principal or surety or from the Borrower jointly with any other company or companies person or persons and including all interest commission discount or other lawful costs charges and expenses including any legal charges arising in any manner whatsoever in relation to the Borrower or the Mortgaged Property on a full indemnity basis and/or which the Lender may in the course of its business charge in respect of any of the matters aforesaid and so that interest shall be computed and compounded according to the usual mode of the Lender after or before any demand made or judgment obtained hereunder provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Legal Mortgage (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

- 1.2 In this Legal Mortgage (unless otherwise provided):
- 1.2.1 references to clauses, sub-clauses, paragraphs and schedules are to be construed, unless otherwise stated, as references to clauses, sub-clauses, paragraphs and schedules of this Legal Mortgage;
 - 1.2.2 references to any statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relative statute;
 - 1.2.3 headings are for convenience only and shall in no way affect the construction of this Legal Mortgage;
 - 1.2.4 section 61 of the Act shall govern the construction of this Legal Mortgage;
 - 1.2.5 references to the "**Borrower**" and the "**Lender**" shall be construed so as to include their respective successors or permitted assignees (whether immediate or derivative) and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, an incorporated body of persons or any statute or any agency thereof;
 - 1.2.6 words importing the singular shall include the plural;
 - 1.2.7 references in this Legal Mortgage to any term or phrase defined in the Companies Act shall bear the same meaning in this Legal Mortgage;
 - 1.2.8 any reference to this Legal Mortgage, this security or any document shall, save as otherwise expressly provided herein, be construed as a reference to this Legal Mortgage, this security or such other document as amended, varied, supplemented, novated and/or replaced in any manner from time to time;
 - 1.2.9 references to the "**euro**" shall be construed as a reference to the single currency of participating member states of the European Union.

1.2.10 where the Borrower is more than one person, then their obligations under this Legal Mortgage are joint and several and the Lender may release or compromise the liability of any of those persons under this Legal Mortgage or grant time or other indulgence without affecting the liability of any one of them.

2 COVENANT TO PAY

2.1 The Borrower hereby covenants with the Lender that it will pay or discharge on demand the Secured Obligations as and when they fall due. Any such amount not paid when due shall bear interest (as well after as before judgment and payable on demand) at the Default Rate from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full.

2.2 A Certificate signed by an officer of the Lender as to the money and liabilities for the time being due or incurred to the Lender from or by the Borrower shall for all purposes (in the absence of manifest error) be conclusive evidence against and binding on the Borrower.

3 CHARGES

3.1 The Borrower (to the intent that the security hereby created shall rank as a continuing security in favour of the Lender) hereby charges with full title guarantee to the Lender as continuing security for the payment and discharge of the Secured Obligations:

3.1.1 by way of legal mortgage all and singular the property or properties described or referred to in the Schedule together with all rights, easements, privileges, appurtenants to or benefiting the same and any fixed plant, machinery or equipment located upon the said property or properties;

3.1.2 by way of fixed charge the Goodwill; and

3.1.3 by way of fixed charge all monies payable from time to time to the Borrower pursuant to any policy of insurance including inter alia the refund of any premium; and

3.1.4 by way of fixed charge all Assets of the Borrower should an Event of Default arise. The Lender may choose to exclude any one or more of the Assets from this Charge at its sole discretion.

3.2 The Borrower hereby applies to the Chief Land Registrar for the registration of the following restrictions against the registered title to the mortgaged property and against any title to any unregistered property forming part of the mortgaged property which is or ought to be the subject of a first registration of title at the Land Registry at the date of this mortgage:

"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 _____ in favour of the Lender referred to in the charges register."

and to the extent that the Mortgagee's security shall fail to take effect by way of Legal Charge it shall take effect as an Equitable Charge, in which case;

i. by signing this Charge the Mortgagor agrees to the registration of an agreed notice for the purpose of protecting the Mortgagee's interest and to an entry in form N of Schedule 4 of the Land Registration Rules 2003 and;

ii. The Mortgagor authorises the Mortgagee to sign any application for the registration of an agreed notice on behalf of the Mortgagor.

3.3 The Lender or any Receiver (as the case may be) is hereby irrevocably authorised as agent for the Borrower at any time after demand has been made under Clause 2 to use, remove, store, sell or otherwise deal with any moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Borrower situated at the Mortgaged Property (but without thereby becoming mortgagee in possession of the Mortgaged Property) and neither the Lender nor any Receiver shall be liable for any loss or damage occasioned to the Borrower. The Borrower shall indemnify the Lender and/or any such Receiver against all expenses incurred in relation to such items. The Lender or the Receiver (as the case may be) shall pay to the Borrower the net proceeds of sale arising from any sale of such items pursuant to the provisions of this Clause 3.3 after deduction of the monies owing to the Lender.

3.4 This Legal Mortgage shall take effect subject to the provisions of the endorsed encumbrances, if any, over the Mortgaged Property except as otherwise varied by any separate deed.

4 SUBSEQUENT CHARGES

The Borrower hereby covenants with the Lender not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting the Mortgaged Property or any part or parts thereof without the prior written consent of the Lender.

5 BORROWER COVENANTS

5.1 The Borrower further hereby covenants with the Lender as follows:

- 5.1.1 to observe and perform all obligations and/or restrictions of whatever kind affecting the Mortgaged Property or any part or parts thereof or borrowings by or securities issued by the Borrower and hereby warrants and represents that the Borrower is not and will not as a result of the creation of this Legal Mortgage or the borrowing of any moneys intended to be hereby secured be in breach of any such obligations or restrictions; and
- 5.1.2 not to commence, undertake or carry out nor to allow to be commenced (undertaken or carried out) any development within the meaning of the Planning Acts on the Mortgaged Property or any part thereof without the relevant or necessary planning permissions prescribed in the Planning Acts having been first obtained;
- 5.1.3 not to apply for planning permission under the Planning Acts in respect of any development of the Mortgaged Property or any part thereof without the written consent of the Lender;
- 5.1.4 in the event of such planning permission being obtained to carry out any development strictly in accordance with the terms and conditions subject to which permission is granted;
- 5.1.5 within fourteen days of receipt to give the Lender full particulars of any requirement, order, notice or direction of any competent authority pursuant to the Planning Acts and to take such steps (including by way of appeal) as the Lender may direct in order to obtain the variation or rescission of such requirement, notice, order or direction; and

5.1.6 that any costs properly and reasonably incurred or moneys properly and reasonably expended by the Lender (including surveyors' fees) in connection with the matters referred to in this Clause 5.1 may be debited to the Mortgagor's account with the Lender and shall be deemed to be an expense properly incurred in relation to this Legal Mortgage and carry interest and be secured hereby.

6 FURTHER BORROWER COVENANTS

The Borrower further hereby covenants with the Lender and it is hereby agreed and declared as follows:

- 6.1 to keep the Mortgaged Property in a good state of repair and condition and not to demolish, pull down or remove any building or erection from time to time on, or any trade or other fixture annexed to, the Mortgaged Property;
- 6.2 to keep the Mortgaged Property insured in such office and for such amounts as the Lender may from time to time approve and against such risks as the Lender shall from time to time require including (but without prejudice to the generality of the foregoing) loss or damage by fire, explosion, earthquake, riot and civil commotion, malicious damage, storm and tempest (including lightning), aircraft and articles dropped therefrom, bursting and overflowing of water tanks, apparatus and pipes and plate glass and impact by motor vehicles and, in addition, the costs of demolition, removal of debris, site clearance, architects' and surveyors' fees at the scales current from time to time and any consequential loss directly or indirectly resulting from such loss or damage including loss of profits and at least two years' loss of rent (if any such is payable to the Borrower in respect of the Mortgaged Property) including reviewed rent;
- 6.3 to arrange for a note of the interests of the Lender as mortgagee in the policy or policies of such insurance to be endorsed thereon and on demand to deliver or produce for inspection (as the Lender may direct) all relevant policies, contracts of insurance;
- 6.4 duly and punctually pay all premiums and other monies due and payable under all insurance policies affecting the Mortgaged Property and promptly upon request by the Lender deliver to the Bank the last premium renewal receipts;

- 6.5 that if the Borrower fails to keep the Mortgaged Property in good and substantial repair and condition or to insure the same the Lender may do so at the expense of the Borrower without thereby becoming mortgagee in possession which expense shall carry interest and be secured hereby;
- 6.6 to apply all moneys which may be received by virtue of any such policy or policies at the option of the Lender either in making good the loss or damage in respect of which the same may been received or towards the discharge or reduction of the Secured Obligations;
- 6.7 not to sell, transfer, assign, lease, share or part possession with, declare a trust of, grant any right or rights over or otherwise dispose of the Mortgaged Property without the prior consent of the Lender;
- 6.8 not to vary, alter, amend the terms of any lease, licence or any other deed or document or whatever sort which affects the Mortgaged Property (whether superior or inferior to the interest of the Borrower) without the prior consent of the Lender;
- 6.9 that where any lease of the Mortgaged Property or any part thereof granted by the Borrower or its predecessor in title either before or after the date hereof shall contain a provision for any rent payable to be dependent upon agreement between the Borrower and the tenant the Borrower will not agree any such rent without the written consent of the Lender or if such lease contains a provision for any rent payable to the Borrower to be dependent upon arbitration or the determination of an expert (whether in default of an agreement or not) the Borrower will not appoint or agree to the appointment of any expert or arbitrator without having first obtained the consent in writing of the Lender;
- 6.10 not to grant or give any licence or consent to assign transfer sublet or otherwise dispose of any lease of the Mortgaged Property or any part thereof without the written consent of the Lender;
- 6.11 that the Borrower shall not without the prior consent in writing of the Lender apply for or obtain from any local or other authority any improvement or other grant such as would entitle such authority to register a local land charge or other encumbrance against the Mortgaged Property;

- 6.12 to do everything necessary to obtain or maintain any licences or other permissions of whatsoever nature which are necessary from time to time in order to carry on any business from time to time carried on by the Borrower on the Mortgaged Property and to preserve the value of the Goodwill;
- 6.13 to observe and perform all statutes, statutory instruments, regulations, directives, orders, notices, codes of practice and other instruments applicable to the Borrower in respect of the Mortgaged Property which are in force from time to time and not to do nor allow to subsist on or about the Mortgaged Property anything which might result in proceedings being brought by any local or public authority or body;
- 6.14 to give (immediately after receiving or becoming aware of the same) full particulars of any notice, direction, order or proposal made, given or issued by any local or public authority which is served on or given to the Borrower or of which the Borrower becomes otherwise aware and (if the Lender requires) contest or appeal any such notice, direction, order or proposal or take all necessary steps without delay to comply with or make objections or representations as to the same;
- 6.15 to pay and indemnify the Lender (and any Receiver) against all existing and future rents, taxes, rates, duties, fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed, statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which may now or in the future be properly payable in respect of the Mortgaged Property or by its owner or occupier;
- 6.16 to procure that any landlord, grantor or licensor of the Mortgaged Property shall observe and perform the covenants on its part in respect of the Mortgaged Property;
- 6.17 to procure that any tenant, grantee or licensee of the Mortgaged Property shall observe and perform the covenants on its part in respect of the Mortgaged Property;
- 6.18 not to change the use or uses to which the Mortgaged Property is now put nor to apply for any consent or authorisation which is required in connection with such change of use without the Lender's prior consent; and

- 6.19 to observe and perform all statutes, treaties, conventions, directives, regulations, codes of practice and other regulations having mandatory effect which are in force from time to time relating to the pollution or contamination of the environment.

7 NON MERGER

- 7.1 This security is in addition to and not in substitution for or to merge with any other security or lien which the Lender may now or at any time hold for all or any of the Secured Obligations.
- 7.2 The powers of leasing or accepting surrenders of leases conferred on mortgagors by Sections 99 and 100 of the Act shall not be exercisable by the Borrower nor shall the Borrower part with possession of or confer any licence to occupy all or any part of the Mortgaged Property without the written consent of the Lender.

8 ENFORCEMENT AND APPOINTMENT OF RECEIVER

- 8.1 Sections 93 and 103 of the Act shall not apply to this security. This security shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the Act, as varied or extended by this security shall be immediately exercisable, and the Lender shall be entitled to appoint any person (or persons) to be receiver of all or any part of the Mortgaged Property or other assets hereby charged, at any time after a notice by the Lender demanding payment of and/or discharge of any of the Secured Obligations shall have been served by the Lender on the Borrower.
- 8.2 Where the Lender appoints more than one person as a Receiver such persons shall be entitled to exercise any powers conferred on them jointly and/or severally as the Lender may specify in the instrument of appointment.
- 8.3 Any Receiver shall be the agent of the Borrower and the Borrower shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration.

9 ADDITIONAL POWERS AND APPOINTMENT OF ATTORNEY

9.1 At any time after this security shall have become enforceable the Lender (whether or not in possession of the Mortgaged Property) and/or the Receiver may without restriction exercise any of the following powers in addition and without prejudice to any other powers conferred upon the Lender, and the Receiver under or by virtue of this Legal Mortgage or by statute or otherwise:

- 9.1.1 to enter upon and take possession of all or any part or parts of the Mortgaged Property;
- 9.1.2 to sell, exchange, surrender, deal with, convert into money and realise the Mortgaged Property or any part or parts thereof or any estate or interest therein and/or any part or parts of the other assets of the Borrower hereby charged and/or the Goodwill and convey, assign or transfer the same and to do so subject to such exceptions, reservations and covenants as may be considered necessary or expedient and for the same purpose of realisation to convey, assign or transfer the same to any person or company whether in consideration of payment or not or in exchange for shares or other property or voluntarily without payment or any other consideration;
- 9.1.3 to acquire, renew, extend, grant, vary or otherwise deal with such easements, rights, privileges and/or licences over or for the benefit of the Mortgaged Property as may be considered expedient;
- 9.1.4 to grant any lease or tenancy of the Mortgaged Property or of any part thereof for any term whether commencing at once or on any future date at any or no rent with or without any fine or premium and generally on such terms as may be considered expedient (and Section 99(19) of the Act shall not prevent the Receiver from exercising such powers without the need for any delegation by the Lender);
- 9.1.5 to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted;
- 9.1.6 to give an effectual receipt for any fine or premium payable on any grant or surrender of any lease;

- 9.1.7 to promote whether alone or with others any company: (i) for the purpose of taking a conveyance or transfer or assignment or lease of or other interest in the Mortgaged Property or any part or parts thereof and/or of undertaking works thereon and/or of providing services to the occupiers thereof, in any case where it is desirable or convenient to do so; and (ii) in connection with or for the furtherance of all of any of the powers herein contained as may be expedient;
- 9.1.8 to complete in such manner as may be considered expedient the construction of any buildings, roads, access ways and the services therefor upon the Mortgaged Property or any part thereof which may be unfinished;
- 9.1.9 to construct upon the Mortgaged Property or any part thereof any building or buildings whether or not the same be in accordance with any development planned or being carried on at the Mortgaged Property and to construct all roads and access ways and to provide all services which may be required or may be considered expedient and generally to develop the Mortgaged Property in such a manner as may be considered expedient;
- 9.1.10 to carry out any work involving furnishing of the Mortgaged Property or any part thereof or the installation or provision of any plant, machinery, equipment or service;
- 9.1.11 to utilise any monies at any time or from time to time received by the Receiver in his capacity as receiver of the Mortgaged Property or any part or parts thereof for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments by the Receiver whether under Section 109(8) of the Act or otherwise and Section 109 of the Act in its application hereto is hereby varied accordingly;
- 9.1.12 to utilise any monies at any time or from time to time received by the for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of

the powers herein contained in advance of any other payment or application by the and whether such monies be received by the Lender in its capacity as mortgagee or as attorney or otherwise;

- 9.1.13 Where this Legal Mortgage is not a first mortgage and any prior mortgagee or chargee is in possession of the Property, in the event that the Lender reasonably considers that (i) the Property is not being realised for the best price reasonably attainable or (ii) that any such prior mortgagee or chargee is not acting in a prudent manner and which is likely to result in the Lender's ability to recover all monies due being put at risk, then the Lender may repay such prior mortgagee or chargee of any sums outstanding to them (in full or in part);
- 9.1.14 to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this Clause 9(1) in any such manner including the creation of new legal charges of the Mortgaged Property (whether or not having priority to the charge hereby created) as may be considered expedient;
- 9.1.15 to obtain, renew, extend, amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to the Mortgaged Property or its use or development or the business conducted therein or thereon as may be considered necessary or desirable;
- 9.1.16 to agree any variation, modification or determination of any existing deeds or agreements for the development of the Mortgaged Property and to enter into new agreements, deeds or bonds which may be necessary or desirable for or incidental to the development of the Mortgaged Property and to do all acts and things incidental thereto;
- 9.1.17 to manage any business carried on by or for the account of the Borrower at the Mortgaged Property as agent of the Borrower in such manner as may be considered expedient;
- 9.1.18 to employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen and others and purchase all proper materials as may be considered expedient and to dismiss any employee

of the Borrower employed in any business carried on at the Mortgaged Property;

9.1.19 to dedicate any part or parts of the Mortgaged Property as a highway where to do so is desirable in order that the Mortgaged Property may be more conveniently developed;

9.1.20 to make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate the development of the Mortgaged Property;

9.1.21 to effect indemnity insurance and other like insurances and to obtain bonds for any purpose connected with the development or realisation of the Mortgaged Property;

9.1.22 to take or defend or otherwise join in any proceedings concerning or incidental to the Mortgaged Property or to any of the foregoing powers as he shall see fit;

9.1.23 to make any arrangement or compromise which may be thought expedient in the interest of the Lender; and

9.1.24 to do such other acts and things as may be considered necessary or desirable for the management or realisation of all or any part or parts of the Mortgaged Property or the other assets of the Borrower hereby charged.

9.2 The Borrower hereby irrevocably appoints the Lender and the Receiver and each of them as attorneys of the Borrower to exercise any of the foregoing powers for an in the name and on behalf of the Borrower.

9.3 The foregoing powers may be exercised:

9.3.1 by the Lender either as Borrower (but without incurring liability as borrower in possession) or as attorney of the Borrower;

9.3.2 by the Receiver for and in the name of and on behalf of the Borrower; and

- 9.3.3 by any substitute or delegate appointed in writing by the Lender or the Receiver or by any attorney of the Lender or the Receiver or by any substitute or delegate appointed in writing by any such attorney for and in the name and on behalf of the Lender or the Receiver of the Borrower as the case may be and any such exercise by any such substitute, delegate or attorney shall be treated by the Borrower and be effective in all respects as an exercise by the Lender or by the Receiver as the case may be.
- 9.4 The Lender and the Receiver (including any such substitute, delegate or attorney as aforesaid) in connection with the exercise of any of the powers conferred on them hereby or by statute may do all acts and things and execute all such deeds and sign all such agreements or enter into or make all such arrangements as may be required or as the Lender or the Receiver (or such substitute delegate or attorney as aforesaid) may consider necessary or desirable in relation to the exercise of any such powers.
- 9.5 The powers of attorney hereby given are given by way of security for the performance of the Borrower's obligations and the Lender's rights under this Legal Mortgage.
- 9.6 The Lender's power of appointing a receiver of the Mortgaged Property shall be exercisable whether or not there is any income arising from the Mortgaged Property.
- 9.7 Any costs and expenses and liabilities incurred by the Lender or the Receiver (including any substitute, delegate or attorney, as aforesaid) in connection with the exercise of any of the powers hereby conferred shall be treated as owing as soon as the same are incurred for the purposes of calculating interest payable in respect thereof pursuant to Clause 2.1.

10 REMEDIES, WAIVERS AND CONSENTS

- 10.1 No failure on the part of the Lender to exercise, and no delay on its part in exercising, any right or remedy under this Legal Mortgage will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or

remedy. The rights and remedies provided in this Legal Mortgage are cumulative and not exclusive of any rights or remedies provided by law.

- 10.2 Any waiver and any consent by the Lender under this Legal Mortgage must be in writing and may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

11 AVOIDANCE OF PAYMENTS AND RETENTION OF SECURITY

- 11.1 Any release, discharge or settlement between the Borrower and the Lender shall be conditional upon no security, disposition, assurance or payment to the Lender by the Borrower or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Legal Mortgage subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Lender shall be entitled to concede or compromise any claim that any such security, disposition assurance or payment is liable to avoidance or repayment without prejudice to its rights hereunder.

- 11.2 The Lender shall at its option be entitled to retain any security constituted by or pursuant to this Legal Mortgage for a period of up to 25 months after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due, owing or incurred to or in favour of the Lender from the Borrower and/or any other person and notwithstanding any such payment, discharge or satisfaction in the event of the commencement of winding-up of or the making of an application for an administration order in respect of the person making such payment or effecting such discharge or satisfaction at any time within the said period of 25 months, the Lender shall be entitled to retain any such security for such further period as the Lender may determine.

12 PROTECTION OF PURCHASERS

No purchaser or other person dealing with the Lender or its delegate or any Receiver appointed hereunder shall be bound to see or enquire whether the right of the Lender or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned

to see whether any such delegation by the Lender shall have lapsed for any reason or shall have been revoked.

13 THE LAND REGISTRY

In respect of any freehold or leasehold property hereby charged the title of which is or is to be registered at the Land Registry it is hereby certified that the charge created by this Legal Mortgage does not contravene any of the provisions of the Memorandum and Articles of the Borrower.

14 SERVICE OF DEMANDS, NOTICE

14.1 All communications to be made hereunder shall be made by facsimile or otherwise in writing.

14.2 Any notices, proceedings or other documents to be served on the Borrower pursuant to this Legal Mortgage shall be made or delivered to it at the address and/or facsimile number set out under its name at the start of this Legal Mortgage marked for the attention of the Borrower or at such other address and/or facsimile number as the Borrower may hereafter advise the Lender of in writing.

14.3 Any notice to the Borrower shall be deemed to have been given:

14.3.1 if delivered personally, at the time of such delivery;

14.3.2 if posted, on the second Business Day following the day on which it was despatched by first class mail (airmail, if appropriate) postage prepaid; and

14.3.3 if sent by facsimile transmission, on the Business Day on which transmitted to such facsimile number of the Borrower.

14.4 Any notice to the Lender shall be deemed to have been given only on actual receipt by the Lender.

15 ASSIGNMENT

The Lender shall have the right to assign the whole or any part of the benefit to it of this Legal Mortgage and the expression "Lender" wherever used herein shall

be deemed to include the assignees and other successors, whether immediate or derivative, of the Lender, who shall be entitled to enforce and proceed upon this Legal Mortgage in the same manner as if named herein. The Lender shall be entitled to impart any information concerning the Borrower to any such assignee or other successor of any participant or proposed assignee, successor or participant.

16 MERGE/RECONSTRUCTION

This Legal Mortgage shall remain in effect and binding on the Borrower notwithstanding any amalgamation or merger that may be effected by the Lender with any other company and notwithstanding any reconstruction by the Lender involving the formation of and the transfer of the whole or any of the undertaking of the Lender to a new company and notwithstanding the sale or transfer of any part of the undertaking and assets of the Lender to another company.

17 SECURITY

17.1 The Borrower acknowledges that the Lender holds the security constituted by this Legal Mortgage as security trustee for itself.

17.2 The perpetuity period applicable to the trust referred to in clause 17.1 shall be 80 years.

18 GOVERNING LAW

This Legal Mortgage shall be governed by, and construed in accordance with, the laws of England and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts.

19 SEVERABILITY

Every provision contained in this Legal Mortgage shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

IN WITNESS whereof this Legal Mortgage has been executed as a Deed and delivered by the Borrower the day and year first before written.

SCHEDULE

Hart Brown, 1 Lower South Street, Godalming, GU7 1BZ (Land Registry Title Number SY616052)

Address for Notices: as at the head of this document

EXECUTED as a DEED
(but not delivered until the date hereof)
By **GODALMING VENTURES LIMITED**
ACTING BY A DIRECTOR



MARTIN OPPENHEIMER

in the presence of a Witness:

Signature of Witness



Witness Name

PHILIP ELLISON

Witness Address

4 Sarsby

Witness Occupation

Director

Date

25/11/2020

I hereby confirm that both the Director of the Borrower and the witness signed this document in my presence via a video call.

Solicitor Name LANE SHELLEY

Solicitor Firm TATCHER STONE

Date 25/11/20