



Registration of a Charge

Company name: **SOUTHERN PROPERTY HOLDINGS LIMITED**

Company number: **11009365**



X7EOZVJ

Received for Electronic Filing: **17/09/2018**

Details of Charge

Date of creation: **14/09/2018**

Charge code: **1100 9365 0001**

Persons entitled: **DEVON AND CORNWALL SECURITIES LIMITED**

Brief description: **BY WAY OF LEGAL MORTGAGE 1. STONES CROSS HOTEL MIDSOMER NORTON BA3 2QD AND 2. THE ROSE AND CROWN 22 MARKET PLACE CHIPPENHAM SN15 3HW AS REGISTERED WITH ABSOLUTE TITLE AT THE LAND REGISTRY UNDER TITLE NUMBERS 1. AV215603 AND 2. WT109558 TOGETHER WITH ALL FIXTURES AND FITTINGS THEREIN BY WAY OF A FIRST FLOATING CHARGE ALL OF THE UNDERTAKINGS AND ASSETS OF SOUTHERN PROPERTY HOLDINGS LIMITED WHATSOEVER AND WHERESOEVER BOTH PRESENT AND FUTURE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SPROULL SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11009365

Charge code: 1100 9365 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2018 and created by SOUTHERN PROPERTY HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2018 .

Given at Companies House, Cardiff on 19th September 2018

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

LAND REGISTRY

County and District : 1. BATH AND NORTH EAST SOMERSET
2. WILTSHIRE

Title Numbers : 1. AV215603
2. WT109558

Property: 1. Stones Cross Hotel Midsomer Norton BA3 2QD
2. The Rose and Crown 22 Market Place Chippenham SN15 3HW

**LEGAL CHARGE
PARTICULARS**

A. DATE	14 th September 2018	
B. PARTIES	SOUTHERN PROPERTY HOLDINGS LIMITED whose registered office is at 22b Market Place Chippenham SN15 3HW Company No: 11009365	
THE BORROWER		
THE SURETY	YUPHIN SINGTOTHONG of 22 Market Place Chippenham SN15 3HW	
THE THIRD PARTY		
THE LENDER	DEVON AND CORNWALL SECURITIES LIMITED whose registered office is at 8 Fore Street Camelford Cornwall PL32 9PG Company Number: 1712730	Sum Advanced £250,250.00
C. PRINCIPAL SUM	TWO HUNDRED AND FIFTY THOUSAND TWO HUNDRED AND FIFTY POUNDS (£250,250.00)	
D. INTEREST RATE	19.05% above Barclays Bank Plc's base rate for the time being with a minimum of 19.80% per annum	
E. REDUCED RATE	14.25% above Barclays Bank Plc's base rate for the time being with a minimum of 15.00% per annum	
F. PAYMENT DAYS	Monthly commencing on 14 th October 2018	
G. THE PROPERTY	1. Stones Cross Hotel Midsomer Norton BA3 2QD as registered at HM Land Registry under Title Number AV215603 and 2. The Rose and Crown 22 Market Place Chippenham SN15 3HW as registered at HM Land Registry under Title Number WT109558	
H. CLAUSE 3 SHALL APPLY TO THIS CHARGE		
I. CLAUSE 5.9.2 SHALL NOT APPLY TO THIS CHARGE		
J. THE PRINCIPAL DEED		

**/I/WE CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL**

Spruall

SPROULL SOLICITORS LLP, Camelford PL32 9PD

17-9-18

1. The Borrower acknowledges receipt of the Principal Sum and with full title guarantee charges as a continuing security with the payment of all monies and liabilities payable under this Legal Charge
 - (a) by way of legal mortgage the Property together with all fixtures and fittings thereon
 - (b) (in the event that the Borrower is a limited company) by way of first floating charge all of the undertaking and assets of the Borrower whatsoever and wheresoever both present and future
2. The clauses set out in the following pages are incorporated in this Legal Charge
3. This Charge secures further advances but does not oblige the Lender to make them

SIGNED AS A DEED AND DELIVERED as follows:-

Signature

Witness' signature, address and Occupation

X Yuphin Singtothong X
Yuphin Singtothong

George Byrd-Gibbons
77-81 Alma Rd, Bukit BSS 2DP.
Solicitor

NOTE The signatures of the Borrower and the Surety and the Third Party must be witnessed by a solicitor who must also sign the Certificate endorsed on the backsheet

Executed as a Deed by
SOUTHERN PROPERTY HOLDINGS LIMITED
acting by a Director in the presence of

X Yuphin Singtothong X
Director

Witness: George Byrd-Gibbons

Name George Byrd-Gibbons
BLOCK CAPITALS

Address 77-81 Alma Rd, Bukit BSS 2DP

Solicitor

Occupation: Solicitor

MORTGAGE CLAUSES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Clauses "the Charge" means the particular mortgage deed or other document in which these Clauses are incorporated
- 1.2 In these Clauses and in the Charge:-
- (a) "The Borrower" and "the Lender" include their respective successors in title and assigns
 - (b) "The Third Party" means as applicable the spouse of the Borrower and/or any other person of full age living with the Borrower having any right of occupation of the Property or any part or parts of it or any equitable interest in the Property or any part or parts
 - (c) "The Principal Sum" means the sum stated in Part C of the Particulars together with any further advance(s)
 - (d) "The Interest Rate" means the rate of interest from time to time applicable under the Charge
 - (e) "The Reduced Rate" means the rate shown in Part E of the Particulars
 - (f) "The Payment Days" means the dates specified in Part F of the Particulars
 - (g) "The Property" means the premises described in Part G of the Particulars and includes all fixtures and additions to it and references to the Property include any part of it
 - (h) "The Total Debt" means all amounts outstanding for the time being on the security of the Charge including any unpaid interest or other amounts owed by the Borrower to the Lender (which means that interest is payable on a compound basis) with monthly rests.
 - (i) "Year" means the period from and including 1st January to 31st December and "month" means calendar month
 - (j) "Person" includes company and corporation; words importing the masculine gender only and the singular number only include the feminine gender and the plural number respectively and vice-versa
 - (k) Where two or more persons constitute the Borrower all covenants contained or implied herein shall take effect as joint and several covenants by such persons respectively

- (l) "The Act" means the Law of Property Act 1925 and references to any Act of Parliament include references to such Act as amended and re-enacted
- (m) "Disposition" means "conveyance" and "disposition" as defined by Section 205(1)(ii) of the Act
- (n) "The Principal Deed" means the deed or deeds (if any) referred to in Part J of the Particulars

2. COVENANTS TO PAY

The Borrower and the Surety jointly and severally covenant with the Lender:-

- 2.1 To pay to the Lender on the first Payment Day after the date of the Charge the Principal Sum with interest from the date of the Charge at the Interest Rate
- 2.2 To pay to the Lender so long as the Total Debt or any part of it remains unpaid after the first Payment Day interest at the Interest Rate (both before and after judgment) on the Total Debt by equal instalments on the Payment Days in every year
- 2.3 To pay to the Lender such further sums as shall under the provisions of these Clauses become due from the Borrower to the Lender with interest at the Interest Rate
- 2.4 That if on the realisation of the security by the Lender the net proceeds of sale shall be insufficient to discharge the Total Debt the Borrower will immediately pay to the Lender the amount of any such deficiency with interest at the Interest Rate up to the date of payment

3. REDUCED RATE

The Lender covenants with the Borrower that if punctually on the Payment Day on which any instalment of interest ought to be paid (as to which time shall be of the essence of the contract) the Borrower having complied with all his obligations other than those relating to payment of the Principal Sum shall pay to the Lender the instalment of interest at the Reduced Rate the Lender will accept such payment in satisfaction of the payment of interest at the Interest Rate but this provision for payment of the Reduced Rate shall cease to be operative

- (a) While the Lender is in possession
- (b) After the power of sale has become exercisable by the Lender under the Charge
- (c) After a Receiver has been appointed by the Lender or by the Court
- (d) So long as there shall be any interest in arrear
- (e) So long as there shall be any breach of the Borrower's obligations under the Charge

4. BORROWER'S OBLIGATIONS

The Borrower covenants with the Lender that at all times during the continuance of this security the Borrower will:-

4.1 Repair

- 4.1.1 Put and keep the Property and all buildings for the time being on the Property in good order and repair and
- 4.1.2 without delay complete to the satisfaction of the Lender any uncompleted buildings on the Property and
- 4.1.3 permit the Lender and his agents with or without workmen and others in the daytime to enter on the Property and examine the condition of it and
- 4.1.4 whenever and so often as the Lender shall require permit the Lender to enter on the Property and effect at the expense of the Borrower such repairs as the Lender may consider necessary and the Lender by entering under such power shall not be deemed to be a mortgagee in possession or become liable as such
- 4.1.5 not to commit waste, deposit waste or other materials, cut maim or injure the Property or any buildings or do anything which in the Lender's opinion threatens the Property or the Lender's security over it.

4.2 Insure

- 4.2.1 Insure the Property at his own expense against such risk in such office for such amount in such names and subject to such terms and conditions as the Lender shall from time to time require and
- 4.2.2 produce the receipts for all premiums to the Lender on demand
- 4.2.3 the Borrower irrevocably appoints the Lender (subject to redemption) to be the Attorney of the Borrower and in his name to receive all monies payable under any policy of insurance (not effected by the Lender) in respect of any loss or damage to the Property
- 4.2.4 the Lender may at the Borrower's expense effect such insurance as aforesaid

- 4.3 Hold any and all insurance monies received by the Borrower as trustee for the Lender and at the election of the Lender apply the same either in or towards making good the loss or damage in respect of which the same are received or in or towards the discharge of the Total Debt

4.4 Observe Covenants

Observe and perform the restrictive and other covenants and conditions (if any) affecting the Property and the covenants and provision on the lessee's part contained in the lease (if any) under which the Property is held

4.5 No Alterations

Not make any structural alterations or additions to the Property or any change in the use of it

4.6 Outgoings

Pay all rents rates taxes outgoing and impositions payable in respect of the Property

4.7 Planning

4.7.1 Observe and perform the provisions of the Town and Country Planning Act 1990 or any order regulation requirement or direction issued made or given under it so far as the same relates to the Property or any part of it and

4.7.2 Within fourteen days after receipt by the Borrower of any notice proposal order or regulation requirement or planning permission issued made or given and relating to the Property or any part of it inform the Lender and produce it to the Lender and

4.7.3 If the Borrower shall fail to observe or perform any such provision the Lender may at the expense of the Borrower (but shall not be bound to) remedy such failure

4.8 Notices

Forthwith produce to the Lender any order direction notice permission or other matter whatsoever affecting or likely to affect the Property or any part of it served upon the Borrower by any third party and allow the Lender to make a copy

4.9 Grants

Not without the Lender's written consent apply for an improvement grant in respect of the Property

4.10 Registration

Not cause or permit any person to be registered under the Land Registration Act 2002 as the proprietor of the Property or any part of it without the Lender's written consent and if the Lender shall enter any caution against such registration the costs thereby incurred by the Lender shall be deemed to have been properly incurred as mortgagee

4.11 Dispositions

4.11.1 Not without the Lender's written consent make any Disposition of the Property or any part of it or create any mortgage charge or rent charge (save a mortgage or charge in favour of the Lender) and

4.11.2 Where the Property comprises registered land the Borrower applies to the Chief

Land Registrar to enter upon the Register a restriction that (except under an order of the Registrar) no disposition by the registered proprietor of the Property shall be registered without the consent of the Lender or other registered proprietor for the time being of the Charge

4.12 Agricultural

If the Property or any part of it comprises agricultural land within the meaning of the Agricultural Holdings Act 1986

4.12.1 Manage and farm the Property in accordance with the rules of good estate management and good husbandry as defined by the said Act

4.12.2 Not without the Lender's written consent effect or cause or permit to be effected any disposition whereby the Property will or may cease to comprise an entire and single agricultural unit and

4.12.3 Comply with all directions validly given by the Department for Environment Food and Rural Affairs ("the Minister") in respect of the Property or the cultivation use or farming of it and

4.12.4 Forthwith upon receipt supply to the Lender copies of all notices orders certificates or directions affecting the Property given made or served by the Minister or any person or body on his behalf and the Lender's costs of and incidental to any necessary or proper application to the Minister shall be deemed costs properly incurred by the Lender

4.13 Licences

4.13.1 To apply or cause application to be made at all proper times to the appropriate authority for the time being and to use his best endeavours to obtain a renewal of any certificate licence exception or similar necessary for using and keeping open the Property for the sale or consumption of alcoholic beverages wines and spirits or other business activities carried on there

4.13.2 Not to do or permit to be done any act or suffer any omission whereby any certificate licence or exemption relating to the Property or the business or activities carried out therein may be liable to forfeiture revocation cancellation or non renewal

4.13.3 To insure any certificate licence or exemption held in respect of the Property or the business or activities carried out therein against forfeiture revocation cancellation or non-renewal in a sum not less than the Principal Sum In default by the Borrower in effecting such insurance the Lender shall be entitled to effect it at the expense of the Borrower who shall on demand repay the cost to the Lender together with interest at the Interest Rate from the date of demand to the date of payment and in default of payment the cost to the Lender together with interest will be charged on the Property All moneys received in respect of any such insurance shall be applied in the same manner as if it had been received by the Lender upon the exercise of its power of sale

4.14 Costs

Pay to the Lender all expenses costs charges and monies incurred or expended by the Lender under the provisions of this Legal Charge within seven days of demand and all such expenses costs charges and monies not so repaid shall be added to and form part of the Total Debt

4.15 Other Obligations

To observe and perform all obligations undertakings and other matters contained or referred to in any offer letter facility letter or similar issued by the Lender or any separate document or undertaking whenever given by the Borrower

Leases

4.16 No Leasing

The Borrower shall not be entitled to exercise any powers of leasing agreeing to lease or accepting surrenders of leases given by any statute or otherwise nor shall the Borrower vary or waive the terms of any lease or consent to any assignment or subletting of any lease except with the Lender's written consent

4.17 Assignment of Rent

The Borrower with full title guarantee assigns to the Lender all amounts now or after today owing to the Borrower by way of rent, rentcharge, licence fee, service charge, dilapidations or otherwise by any tenant, licensee or occupier (in any such case whether present or future) of the Property, and by way of rent deposit or purchase deposit relating to the Property together with, in each case, the proceeds of them and all rights to recover them, subject to re-assignment on payment of the Total Debt.

5. ENFORCEMENT

5.1 Consolidation

Section 93 of the Act (restricting the right of consolidation) shall not apply to the Charge

5.2 Events of Default and Receivers

Section 103 of the Act shall not apply to the Charge which shall become enforceable and the statutory powers of sale and of appointing a Receiver (who shall at all times be the agent of the Borrower) shall become immediately exercisable by the Lender after the happening of any of the following events:-

5.2.1 If the Lender calls for repayment of the Total Debt which for the avoidance of doubt it shall be entitled to do at any time at its entire discretion

5.2.2 If the Borrower defaults in payment of any instalment of interest or of the Principal Sum for a period in excess of fourteen days after the Payment Day

- 5.2.3 If the Borrower defaults in the observance or performance of any of his covenants or obligations (other than the covenants for payment of the Principal Sum or Interest) and fails after service upon the Borrower of notice requiring such default to be remedied (where possible) to remedy the same within the period prescribed by such notice (being in the case of non-repair a reasonable period for carrying out any necessary repairs and in any other case not less than seven days)
- 5.2.4 If any distress or execution is levied upon the Borrower on the Property
- 5.2.5 If the Borrower ceases to use the Property for the authorised use
- 5.2.6 If the Borrower is trustee of a Club if such Club is dissolved or passes a resolution to dissolve or if the Borrower makes default in payment of any negotiable instrument which the Borrower is liable to pay or a Bill of Sale is executed over any of the chattels of the Borrower
- 5.2.7 If a Receiver of the Property or the activities carried on there by the Borrower shall be appointed
- 5.2.8 If the Borrower or the Borrower's nominee ceases to hold a Premises Licence in respect of the Property or any registration certificate now in force in respect of the Borrower's activities at the Property under the Licensing Acts or any Act for the time being amending or replacing the same is cancelled or forfeited or not renewed or if for any reason the Property shall cease to be used and kept open for the authorised use
- 5.2.9 If the Borrower is a company and there is a "Company Insolvency Event" which shall mean that:-
- (1) It is deemed unable to pay its debts as defined in Section 123 of The Insolvency Act 1986 ("the Insolvency Act") or
 - (2) A proposal is made for a voluntary arrangement under part I of the Insolvency Act or a petition is presented for an administration order under part II of the Insolvency Act or a Receiver or Manager is appointed whether Under part III of the Insolvency Act or otherwise or
 - (3) It goes into liquidation as defined in Section 247 (2) of the Insolvency Act other than a voluntary winding-up solely for the purpose of amalgamation or reconstruction whilst solvent or
 - (4) A provisional liquidator is appointed under Section 135 of the Insolvency Act or
- 5.2.10 If the borrower is an individual and there is "an Individual Insolvency Event" which shall mean in relation to an individual that:-
- (1) An application is made for an interim order or a proposal is made for a voluntary arrangement under part VIII of the Insolvency Act or
 - (2) A bankruptcy petition is presented to the Court or his circumstances are

such that a bankruptcy petition could be presented under part IX of the Insolvency Act or

(3) He enters into a Deed of Arrangement

5.2.11 Any interest secured by the Principal Deed shall be in arrears and unpaid for fourteen days after any date on which any payment ought to have been made

5.2.12 Any proceedings shall be commenced by any person in whom the Principal Deed shall for the time being be vested for the purpose of enforcing his security

5.3 The Lender shall not be entitled to exercise the statutory powers of sale or of appointing a Receiver in any of the aforesaid events unless the Lender shall first give to the Borrower written notice of its intention to exercise such powers

5.4 Any sale in exercise of the statutory powers may be made either subject to or discharged from the Principal Deed or upon such terms as to indemnity as the Lender may think fit and the Lender may settle and pass the accounts of any person in whom the Principal Deed may for the time being be vested and any account so settled and passed shall as between the Lender and the Borrower be conclusive and shall be binding on the Borrower accordingly

5.5 Payment

In the event of this security becoming enforceable and of the Lender becoming entitled to exercise its powers of sale or of appointing a Receiver under the foregoing provisions the Principal Sum interest and other monies hereby secured shall become immediately repayable and shall be paid by the Borrower to the Lender on demand

5.6 Powers

Any Receiver appointed by the Lender shall in addition to the statutory powers conferred upon Receivers by Section 109 of the Act have power

5.6.1 to carry on at the Property as agent for the Borrower any business or activities previously carried on by the Borrower at the Property and

5.6.2 to exercise any power of leasing which the Lender could have exercised if it were a mortgagee in possession

5.6.3 to sell the Property (as the agent of the Borrower) for the purpose of realising this security

5.7 Section 109 of the Act applies to the Charge as if the words "not exceeding five per centum on the gross amount of all money received" were omitted from sub-section (6) and as if sub-section (8) (iv) read "in payment of the moneys (whether for interest or otherwise) in arrear or accruing due under the Charge"

5.8 At any time after taking possession of the Property or appointing a Receiver the Lender may give up possession or remove the Receiver on giving notice to the Borrower

5.9 Three Months' Interest

5.9.1 Provided that on repayment of the whole or part of the Total Debt for whatever reason the Lender shall be entitled to charge three months' interest at the Interest Rate on the Total Debt or the part repaid in addition to interest payable up to the date of repayment notwithstanding that notice as to repayment has been given

5.9.2 Subclause 5.9.1 shall not apply to this Charge if it is redeemed in full within six months of today at which time six months interest will be payable less all payments of interest which have been made

6. REPAYMENT

The Total Debt shall become payable immediately:-

6.1 If any of the events specified in Clause 5.2 happen or

6.2 If the Borrower dies or

6.3 If the Borrower commits any act of bankruptcy or enters into any composition or arrangement with or for the benefit of his creditors or (being a company) having an order made or resolution passed for winding-up or a receiver appointed for its debentures or debenture stock holders or

6.4 The Property or any part thereof being compulsorily acquired or requisitioned

7. LENDER'S POWERS

Without limiting any general powers the Lender has, it may:-

7.1 Chattels

As agent of the Borrower and at the Borrower's expense remove store sell or otherwise deal with any furniture goods or livestock which the Borrower fails or refuses to move and the Lender shall not be liable for any loss or damage thereby occasioned to the Borrower but this provision shall not operate so as to constitute the Charge a bill of sale

7.2 Business

Carry on any business carried on upon the Property until it can be sold or leased at a reasonable price as a going concern and for that purpose carry out all pending contracts and if any loss shall be made in so carrying on the business such loss shall be added to and form part of the Total Debt

7.3 Leases

Grant a lease or agreement for lease accept a surrender of a lease or grant any option in relation to any part of the Property whether or not at a premium and containing such covenants as it thinks fit without the need to comply with any

of the restrictions imposed by sections 99 or 100 of The Act

8. REDEMPTION

The Borrower may (subject to the provisions of clause 5.9) at any time redeem the Charge by paying to the Lender:-

- 8.1 The Total Debt with interest thereon at the Interest Rate and
- 8.2 Any other money owing by the Borrower to the Lender secured by the Charge with interest at the Interest Rate whether payment of such money has been demanded or not and
- 8.3 The Lender's costs of discharging the Charge amounting to £300.00 plus Value Added Tax

9. COSTS

- 9.1 The Lender shall be entitled to the costs of and in connection with
 - 9.1.1 All legal proceedings
 - 9.1.2 All other costs and expenses incurred or paid by the Lender in connection with the Charge
 - 9.1.3 The recovery of monies due to it
 - 9.1.4 The Property
 - 9.1.5 The protection or enforcement of this security
- 9.2 All such costs and expenses shall bear interest at the Interest Rate from the date of expenditure and until repaid shall be and form part of the Total Debt
- 9.3 Any assessment of the Lender's legal costs charges and expenses shall be on an indemnity basis
- 9.4 For the purposes of assessment and all other purposes it shall be deemed reasonable that
 - 9.4.1 The Lender instructs its solicitors to administer the Charge
 - 9.4.2 The Lender instructs its solicitors to attend personally through a member any court hearings concerning the Property or the Charge
 - 9.4.3 The Lender pays its solicitors a minimum hourly rate of £225.00 plus Value Added Tax per hour to include travelling and waiting time plus reasonable travelling and subsistence expenses

10. IF THERE IS A PRINCIPAL DEED

If there is any Principal Deed specified in Part I of the Particulars:-

- 10.1 If the Borrower complies with his obligations as to insurance contained in the Principal Deed and produces to the Lender the policy or policies so maintained and the receipt for each premium paid he shall be deemed to have performed the covenant contained in Clause 4.2 insofar as concerns the sums insured and the risks to which such insurance relates
- 10.2 If any proceedings step or steps are being taken to exercise or enforce any powers or remedies conferred by the Principal Deed against the Property the Lender may redeem the Principal Deed or procure the transfer of it to him and settle and pass the accounts of any encumbrancer entitled to such prior security and any accounts so settled or passed shall be conclusive and binding as well between the Lender and the Borrower as between such prior encumbrancer and the Borrower
- 10.3 All principal money and interest costs charges and expenses paid or incurred by the Lender in redeeming or procuring the transfer of the Principal Deed and in procuring any proper entries to be made in or removed from the Land Charges or Land Register shall be paid by the Borrower to the Lender on demand with interest from the date or respective dates of the same having been paid at the Interest Rate and until payment the Property shall stand charged with the amount to be paid with interest as aforesaid

11. IF THERE IS A SURETY

If there is any Surety named in the Particulars:-

- 11.1 As between the Surety and the Lender the Surety shall be deemed the principal debtor and not a surety and shall remain liable as such principal debtor until all principal interest and other moneys due under the Charge have been discharged
- 11.2 The Lender shall be at liberty without notice to the Surety at any time and without in any way discharging the Surety from liability to grant time or other indulgence to the Borrower and to accept payment from the Borrower in such way as the Lender shall think fit and to treat the Surety in all respects as jointly and severally liable with the Borrower

12. IF THERE IS A THIRD PARTY

If there is any Third Party named in the Particulars:-

- 12.1 The Third Party understands that the Lender has agreed to lend to the Borrower the loan upon the security of a Charge over the Property and in consideration of the Lender advancing the loan to the Borrower upon the terms contained in the Charge and agrees that all the interest in or rights over or affecting the Property whether as to occupation or otherwise (if any) of the Third Party shall be postponed and take effect subject to the Charge AND the Third Party further undertakes when called upon so to do by the Lender to give up possession or occupation of the Property to the Lender upon the Lender exercising his rights under the Charge

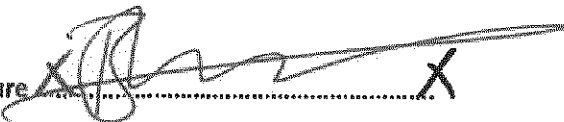
- 12.2 The Borrower declares that save for the Third Party no other Person has or have any right of occupation affecting or interest in the Property which may adversely affect the Charge or any right or remedy of the Lender for enforcing the security constituted by the Charge and in particular the obtaining of vacant possession of the Property against the Borrower and the Third Party

13. **ATTORNEY**

The Borrower hereby irrevocably appoints the Lender and any agent or servant of the Lender appointed for such purpose from time to time the attorney of the Borrower to sign execute and do in the name of the Borrower all such deeds documents acts and things necessary or desirable to preserve or renew any licence or certificate held in connection with the Property or the business or activities carried on thereat and no person dealing with any such attorney shall be concerned to enquire into the efficacy of such power the necessity for any acts done pursuant thereto or the validity of any document executed thereunder or whether there remains any money due under this security

I CERTIFY that: -

- (a) I am instructed by SOUTHERN PROPERTY HOLDINGS LIMITED
- (b) I have personally seen and identified YUPHIN SINGTOTHONG who is the Director of SOUTHERN PROPERTY HOLDINGS LIMITED
- (c) I have explained the within written Deed to SOUTH PROPERTY HOLDINGS LIMITED which has resolved to enter into it and authorised YUPHIN SINGTOTHONG to execute it on its behalf which she did in my presence confirming that she understood it
- (d) SOUTHERN PROPERTY HOLDINGS LIMITED has the power to enter into this Deed

Signature 

Name George Byrd-Gibbons

Address 77 - 81 Alma Rd, Bulky

BS8 2DP
Occupation: Solicitor

I CERTIFY that: -

- (a) I am instructed by YUPHIN SINGTOTHONG
- (b) I have personally seen and identified YUPHIN SINGTOTHONG
- (c) Before YUPHIN SINGTOTHONG executed the within written Deed in my presence I explained its contents to her and am satisfied that she understood

Signature 

Name George Byrd-Gibbons

Address 77 - 81 Alma Rd, Bulky

BS8 2DP
Occupation: Solicitor

DATED 14th September 2018

SOUTHERN PROPERTY HOLDINGS LIMITED

- to -

DEVON AND CORNWALL SECURITIES LIMITED

LEGAL CHARGE

- of -

1. Stones Cross Hotel Midsomer Norton BA3 2QD
2. The Rose and Crown 22 Market Place Chippenham SN15 3HW

Sproull Solicitors LLP
Camelford