



Registration of a Charge

Company name: **SOUTH WONSTON STORES LTD**

Company number: **08026567**



X6D1IZH4

Received for Electronic Filing: **17/08/2017**

Details of Charge

Date of creation: **10/08/2017**

Charge code: **0802 6567 0001**

Persons entitled: **YEARWOOD LIMITED**

Brief description: **SOUTH WONSTON POST OFFICE & STORES, 95-97 DOWNS ROAD,
SOUTH WONSTON, WINCHESTER (LAND REGISTRY TITLE NUMBER
HP569769)**

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

Certified by: **LAWCOMM SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8026567

Charge code: 0802 6567 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2017 and created by SOUTH WONSTON STORES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th August 2017 .

Given at Companies House, Cardiff on 21st August 2017

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

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

Signed *Preston Redman*
Preston Redman
Solicitors
Hinton House, Hinton Road
Bournemouth BH1 2EN

LAND REGISTRATION ACT 2002

Administrative Area: Hampshire : Winchester

Date 10-8-2017

Title Number: HP569769

Property: South Wonston Post Office and Stores 95-97 Downs Road
South Wonston SO21 3EH

THIS LEGAL CHARGE AND MORTGAGE is made the 10th of August 2017
BETWEEN **SOUTH WONSTON STORES LIMITED** of 95-97 Downs Road South
Wonston Winchester SO21 3EH (the Chargor") and **YEARWOOD LIMITED** of 2
Strawberry Fields Colby Isle of Man IM9 4BZ ("the Chargee")

WHEREAS:-

1. By an agreement ("the Agreement") and made the 10th of August-
2017 between the Chargee (1) and the Chargor (2) the Chargor agreed to
charge the Property above referred to in favour of the Chargee to secure the
obligations of the Chargor to the Chargee on the terms hereof

NOW THIS DEED WITNESSES:-

1. The Chargor hereby charges by way of legal mortgage with full title guarantee
the Property with payment to the Chargee of all principal interest and any other
monies due by the Chargor to the Chargee under the Agreement and in this
deed covenanted or failing to be paid by the Chargor to the Chargee
2. The Chargor covenants with the Chargee:-
 - 2.1 to develop the property in a good and workmanlike manor with all proper
materials and in accordance with all appropriate planning consents, building
regulations and all other proper and necessary requirements
 - 2.2 keep the same insured against loss or damage or breakage by fire aircraft storm
and tempest and accident and such other risks (if any) as the Chargee may
determine to the full value from time to time with insurers of repute
 - 2.3 punctually pay all premiums and other money necessary for effecting and
keeping up such insurance on the same becoming due and will on demand
produce to the Chargee the policy of such insurance and the receipt for every
such payment
 - 2.4 The Chargor during the continuance of such security will not without the
previous consent in writing of the Chargee grant or agree to grant any lease or
tenancy or part with or share the possession or occupation of the mortgaged
property or accept or agree to accept a surrender of any approved lease or
tenancy
3. Release of Property from security

Upon receipt by the Chargee of all monies provided to be paid to the Chargee under the terms of the Agreement the Chargee shall at the request and cost of the Chargor execute a deed of release discharging and releasing the Property from the security

4. Power to sell and appoint a receiver

The statutory powers of sale and appointing a receiver in respect of the security shall in favour of a purchaser as defined by section 205 of the Law of Property Act 1925 be deemed to arise and be exercisable immediately upon the execution of this deed but as between the Chargor and the Chargee the powers in each of them shall become exercisable only on the happening of any of the following events:-

1. if default shall be made in the payment of any monies payable by the Company to the Chargee under the terms of the Agreement for the space of 14 days after the date on which the same shall have become due
2. on any breach on the part of the Chargor of any covenant or obligation contained or implied in this deed
3. if the Chargor shall be made bankrupt or shall enter into any arrangement or composition with or for the benefit of their respective creditors
4. if the Property shall be the subject of any execution or any chattels situated on the mortgaged property shall be taken under or distress for any rates or taxes

EXECUTED as a Deed by
SOUTH WONSTON STORES LIMITED
acting by a director in the presence of:-

.....
Director

Witness Signature.....
Witness Name.....
Address.....
Occupation.....

EXECUTED as a Deed by
YEARWOOD LIMITED
acting by a director in the presence of:-

.....
Director

Witness Signature.....
Witness Name.....
Address.....
Occupation.....