



Registration of a Charge

Company Name: **HALL & WOODHOUSE LIMITED**

Company Number: **00057696**



XCEI2SJT

Received for filing in Electronic Format on the: **19/10/2023**

Details of Charge

Date of creation: **13/10/2023**

Charge code: **0005 7696 0030**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **THE PROPERTY KNOWN AS HALL & WOODHOUSE CHANDLERY SQUARE NEWFOUNDLAND WAY PORTISHEAD BRISTOL WITH TITLE NUMBER ST262373. THE PROPERTY KNOWN AS THE ROYAL LION HOTEL 60 BROAD STREET LYME REGIS DT7 3QS WITH TITLE NUMBER DT297375.**

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: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 57696

Charge code: 0005 7696 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th October 2023 and created by HALL & WOODHOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2023 .

Given at Companies House, Cardiff on 23rd October 2023

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 certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Execution version

Dated this 16 October 2023

Signed 

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Supplemental Debenture

- (1) Hall & Woodhouse Limited
- (2) Barclays Bank PLC as Security Agent

Dated 13 October 2023

Osborne Clarke LLP

This Supplemental Debenture is made on

13 October 2023

Between:

- (1) **Hall & Woodhouse Limited**, a private limited liability company incorporated in England and Wales with registered company number 00057696 (the "**Chargor**"); and
- (2) **Barclays Bank PLC** as agent and trustee for the Secured Parties (the "**Security Agent**").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargor has acquired interests in real property and the Chargor has agreed to enter into this Supplemental Debenture to create security over such property.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Supplemental Debenture witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Additional Properties" means:

- (a) all of the freehold and/or leasehold property of the Chargor specified in the Schedule (*Additional Properties*) to this Supplemental Debenture;
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a) above; and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b) above.

"Original Debenture" means the debenture between (1) the Chargor and (2) the Security Agent dated 21 December 2021.

"Facilities Agreement" means the facilities agreement dated 21 December 2021 and made between amongst others, the Chargor and the Security Agent as amended, novated, supplemented, extended or restated from time to time.

"Intercreditor Agreement" means the intercreditor agreement dated 21 December 2021 and made between, among others, the Chargor, the Original Debtor (as defined in the Intercreditor Agreement), the Security Agent, the Lenders (as Senior Lenders), the Arranger (as Senior Arranger) and the Ancillary Lenders (as Senior Lenders).

1.2 Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Facilities Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "**this Agreement**" being

deemed to be a reference to "**this Supplemental Debenture**", subject to any necessary changes.

(b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.3 ***Law of Property (Miscellaneous Provisions) Act 1989***

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.4 ***Implied covenants for title***

The obligations of the Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 ***Effect as a deed***

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.6 ***Trusts***

(a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms the Intercreditor Agreement.

(b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2 ***Security Assets***

2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture and with full title guarantee, the Chargor as security for the payment of the Secured Liabilities:

(a) charges by way of first legal mortgage in favour of the Security Agent, the Additional Properties; and

(b) assigns to the Security Agent by way of security all its rights title and interest in the Insurances and the Insurance Proceeds and all Related Rights, in each case relating to the Additional Properties.

3 ***Incorporation***

3.1 The provisions of clause 2 (*Covenant to Pay*) and clauses 4 (*Nature of Security*) to 20 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "**this Supplemental Debenture**".

4 ***Continuation***

4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.

4.2 The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.

4.3 References in the Original Debenture to **"this Deed"** and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.

4.4 This Supplemental Debenture is a Finance Document.

5 Governing law

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

6 Jurisdiction

6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a **"Dispute"**).

6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

6.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

Schedule
Additional Properties

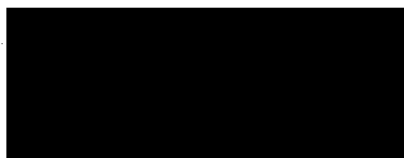
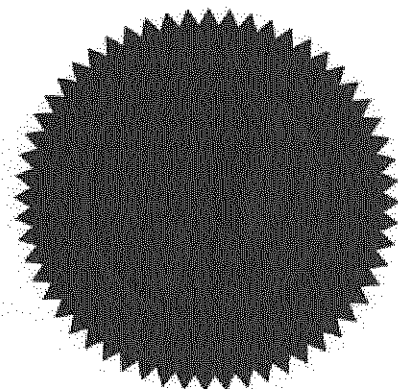
Chargor	Address or description of Additional Property	Title number (if registered)
Hall & Woodhouse Limited	Hall & Woodhouse Chandlery Square Newfoundland Way Portishead Bristol	ST262373
Hall & Woodhouse Limited	The Royal Lion Hotel 60 Broad Street Lyme Regis DT7 3QS	DT297375

Signatories to Supplemental Debenture

Chargor

Executed as a deed by
affixing the Common Seal of
Hall & Woodhouse Limited
in the presence of:

)
)
)
)



Director



Director/Secretary

Notice Details

Address: The Brewery, Blandford St. Mary, Dorset DT11 9LS
Facsimile: 01258 459528
Attention: Company Secretary

Security Agent

Signed by _____
authorised signatory
for and on behalf of
Barclays Bank PLC

)
)
)
)

Notice Details

Address: 1 Churchill Place, Canary Wharf, London E14 5HP
Facsimile: 0207 7734893
Attention: Head of Client Management

Signatories to Supplemental Debenture

Chargor

Executed as a deed by)
affixing the Common Seal of)
Hall & Woodhouse Limited)
in the presence of:)

Director

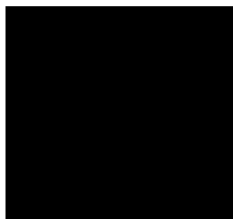
Director/Secretary

Notice Details

Address: The Brewery, Blandford St. Mary, Dorset DT11 9LS
Facsimile: 01258 459528
Attention: Company Secretary

Security Agent

Signed by LEE SMITH)
authorised signatory)
for and on behalf of)
Barclays Bank PLC)



Notice Details

Address: 1 Churchill Place, Canary Wharf, London E14 5HP
Facsimile: 0207 7734893
Attention: Head of Client Management