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MG01

Particulars of a mortgage or charge



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24/12/2012

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COMPANIES HOUSE

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

1

Company details

Company number

0 3 8 5 0 6 9 9

Company name in full

Hoxton Hotels (Shoreditch) Limited
(the "Chargor")

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

Date of creation of charge

Date of creation

d1 d9 m1 m2 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A debenture dated 19 December 2012 granted by the Chargor in favour of
Barclays Bank PLC, Singapore Branch (the "Lender") (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities
(whether actual or contingent, whether owned
jointly, severally or in any other capacity
whatsoever and whether originally incurred by an
Obligor or by some other person) of each Obligor to
the Lender under each of the Facility Documents
(the "Secured Obligations").

Capitalised terms used in this MG01 and not defined
herein have been defined in the Definitions
Schedule

Continuation page

Please use a continuation page if
you need to enter more details

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Barclays Bank PLC, Singapore Branch

Address Level 28, South Tower, 1 Raffles Quay,

Singapore

Postcode 0 4 8 5 8 3

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1 FIXED SECURITY**1 1 Mortgage**

The Chargor has charged with full title guarantee in favour of the Lender, with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Real Property

1 2 Assignment by way of Security

The Chargor has assigned and agreed to assign absolutely with full title guarantee to the Lender (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3 1 (Mortgage) of the Debenture and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same) as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets

- (a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Property or any Real Property and all other Related Rights,
- (b) any Rental Income and all sums paid or payable and any other consideration given or to be given in respect of all or any part of the Property or any Real Property and the right to make demand for and receive the same and all other Related Rights, and

(contd)

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) any insurance policies and all proceeds paid or payable thereunder and all other Related Rights</p> <p>1 3 Fixed charges</p> <p>The Chargor has charged with full title guarantee in favour of the Lender (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (<i>Mortgage</i>) of the Debenture or assigned pursuant to Clause 3 2 (<i>Assignment by way of Security</i>) of the Debenture) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets</p> <ul style="list-style-type: none"> (a) the Real Property and all Related Rights, (b) each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby and all other Related Rights, (c) each of its interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights, (d) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights, (e) patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights; (f) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights, (g) goodwill and rights and claims in relation to its uncalled share capital and all other Related Rights, (h) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered and all other Related Rights, (i) Investments and all Related Rights (including all rights against any trustee, nominee, fiduciary or clearance system in respect of those Investments), (j) the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise), and (k) each of the assets which are specified in Clause 3 2 (<i>Assignment by way of Security</i>) of the Debenture <p>2 FLOATING CHARGE</p> <p>2.1 Floating charge</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) The Chargor with full title guarantee has charged in favour of the Lender, as security for the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Chargor
- (b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Facility Documents in favour of the Lender as security for the Secured Obligations
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above

3 Paragraphs 1.1 to 1.3 above shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under the Debenture and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of the Debenture or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not

The Debenture contains a covenant for further assurance and negative pledge

DEFINITIONS

"Charged Assets" means all of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Lender by or pursuant to the Debenture.

"Client Agreement" means the Client Agreement entered into between Barclays Bank plc, acting through its Singapore Branch or its Hong Kong Branch, as specified in the Client Agreement, as amended from time to time, and (i) any person entering into agreement with Barclays Bank, and (ii) where applicable, their duly authorized representatives, legal personal representatives and successors

"Facility Documents" means the Facility Letter, the Hong Kong and Singapore Terms and Conditions and the Hong Kong and Singapore Credit Terms and Conditions issued by Barclays Bank PLC (**"General Conditions"**), any security document and/or guarantee entered into in favour of the Lender and any confirmation or document contemplated by the Hong Kong and Singapore Credit Terms and Conditions

"Facility Letter" means the facility letter dated 19 December 2012 (and countersigned by the Obligors on 19 December 2012) between Norlake Hospitality Limited, Tulip Growth PCC Limited, WS Hotels Properties (Shoreditch) Limited, the Chargor and the Lender (as amended, extended, varied, novated, replaced, restated or supplemented from time to time)

"Hong Kong and Singapore Credit Terms and Conditions" means Hong Kong and

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Singapore Credit Terms and Conditions for Barclays Bank PLC, Singapore Branch and Barclays Bank PLC, Hong Kong Branch to which the Client Agreement is subject, as amended from time to time,</p> <p>"Hong Kong and Singapore Terms and Conditions" means the Hong Kong and Singapore Terms for Barclays Bank PLC, Singapore Branch and Barclays Bank PLC, Hong Kong Branch to which the Client Agreement is subject, as amended from time to time,</p> <p>"Investments" means all stocks, shares, debentures, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf.</p> <p>"Lease" means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of the Mortgaged Property and any agreement for the grant of any of the foregoing</p> <p>"Legal Charge" means a charge a charge by way of legal mortgage in respect of all or any part of the Real Property between the Chargor and the Lender substantially in the form of Schedule 1 (<i>Form of Legal Charge</i>) of the Debenture</p> <p>"Mortgaged Property" means the freehold and leasehold property specified in the Schedule to each Legal Charge</p> <p>"Obligor" means each of Norlake Hospitality Limited, Tulip Growth PCC Limited, WS Hotels Properties (Shoreditch) Limited and the Chargor</p> <p>"Real Property" means (including as provided in Clause 1.6 (<i>Real Property</i>), the Mortgaged Property of the Debenture any present or future freehold or leasehold property and any other interest in land or buildings and all rights relating thereto in which the Chargor has an interest</p> <p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any moneys and proceeds paid or payable in respect of that asset <p>"Rental Income" means all sums paid or payable to or for the benefit of the Chargor arising from the letting, use or occupation of all or any part</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

of the Mortgaged Property, including (without limitation and without double counting)

- (a) rents, licence fees and equivalent sums reserved or made payable,
- (b) sums received from any deposit held as security for performance of any tenant's obligations;
- (c) proceeds of insurance in respect of loss of rent or interest on rent,
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any Lease,
- (e) any service charge proceeds;
- (f) payments made in respect of a breach of covenant or dilapidations under any Lease in relation to the Mortgaged Property and for expenses incurred in relation to any such breach,
- (g) any contribution by a tenant of the Mortgaged Property to ground rent due under any Lease out of which the Chargor derives its interest in the Mortgaged Property,
- (h) interest, damages or compensation in respect of any of the items in this definition,
- (i) any payment or other distribution received or recovered from a guarantor or other surety in respect of any of the items listed in this definitions of Rental Income, and
- (j) any amount in respect of or which represents VAT

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"VAT" means value added tax as imposed by the Value Added Tax Act 1994 in the United Kingdom and any other tax of a similar fiscal nature wherever imposed from time to time (whether instead of or in addition to value

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Rosie Price (17-40536883)
ALICE VINTEN / THEA BACHMAYER

Company name
Clifford Chance LLP

via London Counter

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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 MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3850699
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19
DECEMBER 2012 AND CREATED BY HOXTON HOTELS
(SHOREDITCH) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM EACH OBLIGOR TO BARCLAYS BANK
PLC, SINGAPORE BRANCH ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 24 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2013

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Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**