



**Registration of a Charge**

Company name: **THAT BOURNEMOUTH LITTLE HOTEL LIMITED**

Company number: **08565837**



X8Z8LVDV

Received for Electronic Filing: **20/02/2020**

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**Details of Charge**

Date of creation: **14/02/2020**

Charge code: **0856 5837 0008**

Persons entitled: **HSBC BANK PLC**

Brief description: **THIS REGISTRATION RELATES TO AN EXISTING CHARGE DATED 4 JANUARY 2019 WITH CHARGE CODE 085658370004.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8565837

Charge code: 0856 5837 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th February 2020 and created by THAT BOURNEMOUTH LITTLE HOTEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2020 .

Given at Companies House, Cardiff on 21st February 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**

DATED 14 February 2020

(1) THAT BOURNEMOUTH LITTLE HOTEL LIMITED AND OTHERS

and

(2) HSBC BANK PLC

SUPPLEMENTAL DEBENTURE

HSBC 

HSBC Bank plc

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THIS DEED is made on

14 February 2020

BETWEEN:-

- (1) THE COMPANIES listed in Schedule 1 (*The Chargors*) as chargors (each a "Chargor" and together the "Chargors"); and
- (2) HSBC BANK PLC (the "Hedging Counterparty").

IT IS AGREED as follows:-

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed unless they are expressly defined in this Deed and in addition, in this Deed:-

"Debenture" means the debenture dated 4 January 2019 between, among others, the Chargors and the Hedging Counterparty.

"Further Assigned Contracts" means in relation to each Chargor the agreements described in Schedule 2 (*Further Assigned Contracts*).

### 1.2 Interpretation

Clauses 1.2 (*Interpretation*) to 1.3 (*Third party rights*) and 1.5 (*Delivery*) of the Debenture shall apply to this Deed subject to any necessary changes.

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

The terms of all other documents entered into between any Chargor and the Hedging Counterparty are incorporated in this Deed to the extent required to ensure that any disposition of the Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## 2 CREATION OF SECURITY

### 2.1 Further Assigned Contracts

2.1.1 Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities) all of its present and future right, title and interest in and to each Further Assigned Contract together with all rights and remedies in connection with each Further Assigned Contract and all proceeds and claims arising from them.

2.1.2 From the date of this Deed each Chargor and the Hedging Counterparty agree that the Further Assigned Contracts shall be construed as Assigned Contracts for the purpose of the Debenture.

## 3 SECURITY

### 3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made in favour of the Hedging Counterparty with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the discharge of the Secured Liabilities.

### **3.2 Security to be included in Debenture**

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each Chargor mortgaged, charged or assigned to the Hedging Counterparty (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Security Assets and references in the Debenture to the Security created by or pursuant to the Debenture shall be deemed to include the Security created by or pursuant to this Deed.

### **4 FURTHER ASSURANCE**

Clause 13 (*Further Assurance*) of the Debenture shall apply in relation to this Deed as if the reference in that clause to the Debenture were a reference to this Deed.

### **5 FURTHER ADVANCES**

This Deed is made to secure any further advances or other facilities but it does not create any obligation on the Hedging Counterparty to make any further advances or make other facilities available.

### **6 NOTICE OF ASSIGNMENT**

Each Chargor shall, immediately after execution of this Deed, serve notice of the assignment under this Deed substantially in the form set out in Schedule 7 of the Debenture save that references to the 'Debenture' shall be replaced with the 'Supplemental Debenture'.

### **7 COUNTERPARTS**

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any party may enter into this Deed by executing a counterpart.

### **8 GOVERNING LAW**

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

### **9 ENFORCEMENT**

#### **9.1 Jurisdiction**

9.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including disputes regarding the existence, validity or termination of this Deed, the Security Interests intended to be created by it or any non-contractual obligations arising out of or in connection with it) (a "Dispute").

9.1.2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary.

9.1.3 This Clause 9.1 is for the benefit of the Hedging Counterparty only. The Hedging Counterparty may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Hedging Counterparty may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS** whereof each Chargor has executed this Deed as a deed the year and date appearing on the first page of it

# **SCHEDULE 1 – CHARGORS**

<b>Name of Chargor</b>	<b>Original Jurisdiction</b>	<b>Registration number (or equivalent, if any)</b>
THAT Bournemouth Little Hotel Limited	England and Wales	08565837
THAT Bournemouth H2 Limited	England and Wales	08563565

## SCHEDULE 2 - FURTHER ASSIGNED CONTRACTS

Description	Parties	Date
Hampton by Hilton Franchise Agreement	<p>(1) THAT Bournemouth Little Hotel Limited (as Franchisee); and</p> <p>(2) Hilton Worldwide Manage Limited (as Franchisor)</p>	On or around the date of this Deed
Hampton by Hilton Franchise Guarantee	<p>(1) THAT Bournemouth Company Limited (as Guarantor);</p> <p>(2) THAT Bournemouth H2 Limited (as Guarantor);</p> <p>(3) THAT Bournemouth Little Hotel Limited (as Franchisee); and</p> <p>(4) Hilton Worldwide Manage Limited (as Franchisor)</p>	On or around the date of this Deed

EXECUTION PAGE

THE CHARGORS

EXECUTED as a Deed (but not delivered until )  
dated) by  
THAT BOURNEMOUTH LITTLE HOTEL LIMITED )  
acting by a Director in the presence of a witness

) Director

) STEVEN BROWN

Name of Director

Signature of Witness

Name of Witness: MEGAN EVANS

Occupation of Witness: FINANCE ANALYST

Address of Witness:

EXECUTED as a Deed (but not delivered until )  
dated) by  
THAT BOURNEMOUTH H2 LIMITED )  
acting by a Director in the presence of a witness

) Director

) STEVEN BROWN

Name of Director

Signature of Witness

Name of Witness: MEGAN EVANS

Occupation of Witness: FINANCE ANALYST

Address of Witness:

**THE HEDGING COUNTERPARTY**

**SIGNED for and on behalf of  
HSBC BANK PLC**

)  
)

**Communications to the Hedging Counterparty are to be delivered to:**

**Address:**

**For the attention of:**

DATED 14 February 2020

(1) THAT BOURNEMOUTH LITTLE HOTEL LIMITED AND OTHERS

and

(2) HSBC BANK PLC

SUPPLEMENTAL DEBENTURE



HSBC Bank plc

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14 February

2020

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**EXECUTION PAGE**

**THE CHARGORS**

EXECUTED as a Deed (but not delivered until )  
dated) by

**THAT BOURNEMOUTH LITTLE HOTEL LIMITED** )  
acting by a Director in the presence of a witness

) Director

)

Name of Director

Signature of Witness:

Name of Witness:

Occupation of Witness:

Address of Witness:

EXECUTED as a Deed (but not delivered until )  
dated) by

**THAT BOURNEMOUTH H2 LIMITED** )  
acting by a Director in the presence of a witness

) Director

)

Name of Director

Signature of Witness:

Name of Witness:

Occupation of Witness:

Address of Witness:

**THE HEDGING COUNTERPARTY**

SIGNED for and on behalf of  
HSBC BANK PLC

)  
)



**SELENA GABLAH  
AUTHORISED SIGNATORY**

Communications to the Hedging Counterparty are to be delivered to:

Address: *HSBC Bank PLC, 8 Canada Square, London, E14 5HQ*

For the attention of: *Antonio da Carmo Teodoro*