



Registration of a Charge

Company Name: **DELANO INVESTMENTS LIMITED**

Company Number: **05555894**



XCJB5DGA

Received for filing in Electronic Format on the: **28/12/2023**

Details of Charge

Date of creation: **18/12/2023**

Charge code: **0555 5894 0006**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED**

Brief description:

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: **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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5555894

Charge code: 0555 5894 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2023 and created by DELANO INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th December 2023 .

Given at Companies House, Cardiff on 2nd January 2024

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**

EXECUTION VERSION

18 December 2023

Between

IORA PROPERTIES LIMITED

and Others

(as Supplemental Chargors)

and

KROLL TRUSTEE SERVICES LIMITED
(as Common Security Agent)

SUPPLEMENTAL SHARE CHARGE

PAUL
HASTINGS

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THIS DEED (this "**deed**") is made on 18 December 2023

BETWEEN:

- (1) Each of the companies listed in Schedule 1 (each a "**Supplemental Chargor**" and together the "**Supplemental Chargors**"); and
- (2) **KROLL TRUSTEE SERVICES LIMITED** (formerly Lucid Trustee Services Limited) a company incorporated in England and Wales with registered number 10992576 as Common Security Agent for the benefit of the Secured Parties (the "**Common Security Agent**").

RECITALS:

- (A) This deed is supplemental to a share charged dated 21 December 2021 made between each of the companies listed therein as chargors (each an "**Original Chargor**") and the Common Security Agent as common security agent (the "**Original Share Charge**").
- (B) This deed is subject to the terms of the Intercreditor Agreement (as defined in the Original Share Charge).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this deed, terms defined in the Original Share Charge as amended and/or supplemented from time to time (including by way of incorporation from the Senior Facilities Agreement and/or Intercreditor Agreement) shall have the same meaning when used in this deed.

1.2 Construction

1.2.1 The provisions of clauses 1.2 (*Construction*) to 1.6 (*Distinct Security*) of the Original Share Charge will be deemed to be set out in full in this deed, but as if references in those clauses to the "this Deed" and other similar expressions were references to this deed.

1.2.2 The creation of any Security pursuant to (and the compliance by the Supplemental Chargors with the terms of) this deed does not and will not constitute a breach of any representation, warranty or undertaking in the Original Share Charge.

1.3 Other References and Interpretation

1.3.1 Notwithstanding any other provision of this deed, where this deed purports to create first fixed Security over any assets over which a Supplemental Chargor has granted equivalent Security under the Original Share Charge, that Security will be second-ranking subject to the equivalent Security created by the Original Share Charge until such time as the equivalent Security created by the Original Share Charge ceases to have effect, and, for

so long as the Original Share Charge remains in full force and effect, any reference in this deed to an asset secured under the Original Share Charge being assigned or the security over any asset secured under the Original Share Charge being first ranking or secured with full title guarantee, shall be qualified by reference to the Original Share Charge and no breach or default shall arise under this deed or any other Finance Document as a result of the execution of or the existence of any security interest created (or purported to be created) under the Original Share Charge or this deed and the other Finance Documents shall be construed accordingly so that there shall be no such breach or default.

- 1.3.2 Provided that a Supplemental Chargor is in compliance with the terms of the Original Share Charge (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this deed at Companies House pursuant to section 859 of the Companies Act 2006)) then to the extent that the terms of this deed impose the same or substantially the same obligation in respect of the same assets, that Supplemental Chargor will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the Original Share Charge.

2. COVENANT TO PAY

2.1 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, each Supplemental Chargor as primary obligor and not only as surety covenants with the Common Security Agent (for the benefit of itself and the other Secured Parties), that it will on demand pay and discharge the Secured Obligations when they fall due in the manner provided for in the relevant Debt Document.

2.2 Limited Recourse

Notwithstanding any other provision of this deed or any other Finance Document, it is expressly agreed and understood that, and the recourse of the Common Security Agent in this regard is expressly limited to the Supplemental Share Charge under this deed shall at all times be limited to each Supplemental Chargor's Charged Property under this Deed. Any claims under this Deed may only be made to the extent of, and is expressly limited to, amounts recovered by the Common Security Agent in respect of the Charged Property. The Common Security Agent may not seek to recover any shortfall in any amounts owing to it under the any of the Debt Documents by bringing proceedings against any Supplemental Chargor or by applying to have any Supplemental Chargor wound up. The limitations in this Clause 2.2 apply notwithstanding anything else in this Deed to the contrary.

3. CHARGING PROVISIONS

3.1 Specific Security

- 3.2 Each Supplemental Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Common Security Agent with full title guarantee all the Shares (including, but not limited to, the shares specified in Schedule 2 (*Shares*)), both present and future, from time to time owned by it or in which it has an interest by way of first ranking fixed charge.

4. INCORPORATION OF TERMS FROM ORIGINAL SHARE CHARGE

- 4.1 The provisions of clause 4 (*Further Assurance*) to clause 22 (*Miscellaneous*) of the Original Share Charge shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:

- (a) "this Agreement", "this Deed" or "this deed" and other similar expressions were a reference to this deed;
- (b) "Chargor" was a reference to a Supplemental Chargor under this deed; and
- (c) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this deed.

5. THE ORIGINAL SHARE CHARGE

- 5.1 Each Supplemental Chargor acknowledges and confirms that the Original Share Charge shall remain in full force and effect shall secure the Secured Obligations under the Finance Documents as amended pursuant to the Second Amendment Agreement, Third Amendment Agreement and Fourth Amendment Agreement.
- 5.2 The Security created or purported to be created by this deed is without prejudice, and otherwise supplemental, to the Security created or purported to be created by the Original Share Charge.
- 5.3 Notwithstanding anything to the contrary in this deed, the Security created under Clause 3 (*Charging Provisions*) to the extent ranking behind equivalent Security created under the Original Share Charge, shall upon any release or discharge of the equivalent Security created under the Original Share Charge be first ranking immediately upon the release or discharge of the equivalent Security created under the Original Share Charge.
- 5.4 Notwithstanding any other provision of this deed, where any purported charge or assignment created pursuant to this deed does not take effect in accordance with its terms because, and to the extent that, the relevant right or asset has been charged or assigned under the Original Share Charge, no breach or default shall arise under this deed or any other Finance Document as a result of the execution of any Security created (or purported to be created) under the Original Share Charge or this deed.

6. NEGATIVE PLEDGE

Save for the security created under the Original Share Charge, each Supplemental Chargor undertakes that it will not create or permit to subsist any Security over all or any part of the Charged Property except as permitted or not prohibited by the Debt

Documents or with the prior written consent of the Common Security Agent or to the extent Required Creditor Consent has been obtained.

7. ACKNOWLEDGEMENT BY THE SECURITY AGENT

The Security Agent acknowledges and confirms that:

- 7.1 the creation of any Security pursuant to (and the compliance by each Supplemental Chargor with the terms of) this deed does not and will not constitute a breach of any representation, warranty or undertaking in the Original Share Charge; and
- 7.2 the performance of, and compliance with, any undertaking, requirement or obligation by a Supplemental Chargor under this deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Original Share Charge, and further, the performance of, and compliance with, any undertaking, requirement or obligation by a Supplemental Chargor under the Original Share Charge will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by that Supplemental Chargor under this deed.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 8.2 The provisions of paragraphs (b) to (d) of clause 23 (*Governing Law and Jurisdiction*) of the Original Share Charge shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed.

IN WITNESS whereof this deed has been duly executed as a deed and is delivered on the date first above written.

Schedule 1
THE CHARGORS

Chargor	Company Number
Iora Properties Limited	07814122
Delano Investments Limited	05555894
Exemplar Limited	05401905

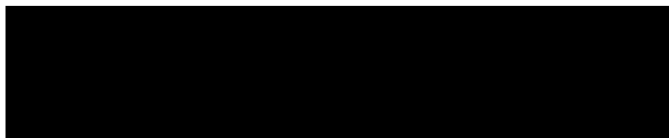
Schedule 2**SHARES**

Chargor	Company issuing shares	Description and number of shares held
Delano Investments Limited	Delano Leeds 2009 Limited	1 ordinary share of £1
Delano Investments Limited	Delano Birmingham 2009 Limited	1 ordinary share of £1
Delano Investments Limited	Delano Doncaster 2010 Limited	1 ordinary share of £1
Exemplar Limited	Exemplar Business Services Limited	100 ordinary shares of £1
Iora Properties Limited	Iora Codnor 2012 Limited	1 ordinary share of £1

SIGNATORIES TO THE SUPPLEMENTAL SHARE CHARGE

Common Security Agent

By: **KROLL TRUSTEE SERVICES LIMITED**



Name: Jon-Paul Walton

Title: Authorised Signatory

Address: The News Building, Level 6

3 London Bridge Street

London, SE1 9SG

Email Address:



Attention: Kroll Agency and Trustee Services Limited

The Supplemental Chargors

EXECUTED AS A DEED

By: **IORA PROPERTIES LIMITED**



Signature of Director

Angus Blyth

Name of Director



Signature of Director/Secretary

Elizabeth Phipps

Name of Director/Secretary

Attention: Elizabeth Pancott

Address: Legal Department, Perham House, Kimberworth Road, Rotherham, S61 1AJ

Email:



EXECUTED AS A DEED

By: **DELANO INVESTMENTS LIMITED**



Signature of Director

Angus Blyth

Name of Director



Signature of Director/Secretary

Elizabeth Phipps

Name of Director/Secretary

Attention: Elizabeth Pancott

Address: Legal Department, Perham House, Kimberworth Road, Rotherham, S61 1AJ

Email:



EXECUTED AS A DEED

By: **EXEMPLAR LIMITED**



Signature of Director

Angus Blyth

Name of Director



Signature of Director/Secretary

Elizabeth Phipps

Name of Director/Secretary

Attention: Elizabeth Pancott

Address: Legal Department, Perham House, Kimberworth Road, Rotherham, S61 1AJ

Email:

