

Registration of a Charge

Company Name: **DELTA BELTON WOODS OP CO LIMITED**

Company Number: **10921650**

XRW23OPL

Received for filing in Electronic Format on the: 27/01/2023

Details of Charge

Date of creation: 23/01/2023

Charge code: 1092 1650 0006

Persons entitled: DELTA PORTFOLIO PROPERTY LLP

Brief description: THE CHARGOR CHARGED BY WAY OF LEGAL MORTGAGE THE LAND

AND BUILDINGS KNOWN AS BELTON WOODS HOTEL, GRANTHAM, NG32 2LN REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER LL379540. FOR MORE DETAILS OF LAND CHARGED PLEASE REFER TO

THE CHARGING INSTRUMENT

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 PART OF THE CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO

EACH OTHER PART OF SUCH CHARGING INSTRUMENT

Certified by:	DENTONS UK AND MIDDLE EAST LLP		
Electronically filed document	nt for Company Number:	10921650	Page: 2



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10921650

Charge code: 1092 1650 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd January 2023 and created by DELTA BELTON WOODS OP CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2023.

Given at Companies House, Cardiff on 30th January 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006







Supplemental Debenture

This Deed is entered into with the benefit of (and subject to the terms of) the Intercreditor Agreement (as defined in the Debenture)

Dated 23 January 2023

The companies listed at Schedule 1 as Chargors

Delta Portfolio Property LLP (Lender)

Dentons UK and Middle East LLP One Fleet Place London EC4M 7WS United Kingdom This Deed is made on

23 January 2023

Between:

- (1) The companies listed at Schedule 1 (each a Chargor and together the Chargors); and
- (2) Delta Portfolio Property LLP as Lender (the Lender).

RECITALS

- A. This Deed is supplemental to the Debenture.
- B. It is a requirement of the Finance Documents that the Chargor enters into this Deed.

WITNESSES 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 it and, in addition, in this Deed:

Debenture means the debenture dated 26 June 2020, as amended, restated, novated and supplemented from time to time, between, amongst others, the Chargor and the Lender.

Mortgaged Property means the properties described in Schedule 2 to this Deed together with all buildings and structures upon and all things affixed to it (including trade and tenant's fixtures) and the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

1.2 Interpretation

- 1.2.1 Clauses 1.2 (Interpretation) to 1.4 (Statutes) and clause 1.6 (Intercreditor Agreement) of the Debenture shall apply to this Deed as if they were set out here in full subject to any necessary changes.
- 1.2.2 The assets charged pursuant to the terms of this Deed shall be construed as "Fixed Charge Assets" for the purposes of the Debenture.

1.3 Effect as a Deed

This Deed shall take effect as a deed notwithstanding that it may be only signed under hand by the Lender.

2 COVENANT TO PAY

2.1 Covenant to pay: Each Chargor repeats the covenant given by it in Clause 2 (Covenant to pay) of the Debenture that it will, on the Lender's written demand, pay or discharge to the Lender the Secured Liabilities now or in the future due, owing or incurred by it to each Secured Party under or in connection with the Finance Documents.

2.2 Demands:

- (a) The making of one demand shall not preclude the Lender from making any further demands.
- (b) Any third party dealing with the Lender or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed.
- 2.3 Proviso: The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

3 Charging Clause

- 3.1 Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Liabilities, charges to the Lender by way of legal mortgage any Mortgaged Property referred to opposite its name in Schedule 2.
- 3.2 **Priority**: Any Security created in the future by a Chargor (except in favour of the Lender or under or pursuant to the Senior Security Documents) shall be expressed to be subject to this Deed and shall rank in order of priority behind the charges created by this Deed.

3.3 Application to the Land Registry:

- (a) Each Chargor in relation to the register of title of its interest in a Mortgaged Property which is charged to the Lender under this Deed consents to the Lender (or its solicitors) at any time submitting to the Land Registry:
 - (i) a form AP1 (application to change the register) in respect of the security created by this Deed;
 - (ii) a Form AN1 (Application to enter an agreed notice) in respect of the security created by this Deed;
 - (iii) a Form RX1 (Application to register a restriction) in the following terms:
 - "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to in the charges register or their conveyancer"; and
 - (iv) a Form CH2 (Application to enter an obligation to make further advances); and

4 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 Lender (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.

5 Representations

5.1 Nature of security: Subject to the Legal Reservations and the Perfection Requirements (in each case, as defined in the Senior Facilities Agreement), each Chargor represents and warrants to the Lender that this Deed creates those Security Interests it purports to create and

is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

- **5.2 Time for making representations:** the representations and warranties set out in this Deed (including in this Clause):
 - (a) are made on the date of this Deed;
 - (b) unless expressed to be given at a specific date, are deemed to be repeated by each Chargor on the date of the Utilisation Request, on the Utilisation Date and on the first day of each Interest Period; and
 - (c) when repeated, they are applied to the circumstances existing at the time of repetition.

6 Negative pledge and other restrictions

No Chargor shall, except as specifically permitted by the Facilities Agreement, without the prior written consent of the Lender:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over the Mortgaged Property; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, the Mortgaged Property, or part with possession or ownership of it, or purport or agree to do so.

7 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make further advances to the borrowers under the Facilities Agreement on the terms and subject to the conditions of the Finance Documents.

8 General

- 8.1 This Deed is a Finance Document and the Debenture shall continue in full force and effect as supplemented by this Deed.
- 8.2 Incorporation of terms from Debenture: The provisions of the following clauses of the Debenture shall apply to this Deed (with all necessary modifications) as they apply to the Debenture as if set out here in full:
 - (a) Clause 5 (Title Documents, Insurance Policies And Transfers);
 - (b) Clauses 9 (Further Assurance), 10 (Right of appropriation) and 11 (Continuing Security) (inclusive);
 - (c) Clause 13.1 (Consolidation of mortgages);
 - (d) Clauses 17 (When security becomes enforceable) to 32 (Transfer by the Lender) inclusive; and
 - (e) Clause 34 (*Third Party Rights*) to Clause 38 (*Service of demands and notices*) inclusive.
- 8.3 **Counterparts:** This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

9 Governing Law and Jurisdiction

9.1 Governing law: This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

9.2 Jurisdiction of English courts:

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "Dispute"), only where such Dispute is the subject of proceedings commenced by a Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by the Lender, it is entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If a Chargor raises a counter-claim in the context of proceedings commenced by the Lender, that Chargor shall bring such counter-claim before the court seized of the Lender's claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Lender from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.
- 9.3 **Service of process:** Without prejudice to any other mode of service allowed under any relevant law, each Chargor:
 - (a) irrevocably appoints QHotels Limited (registered number 04683806) at its registered office at the date of this Deed (or such other address in England and Wales as QHotels Limited may notify to the Lender in writing) as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture; and
 - (b) agrees that failure by a process agent to notify a Chargor of the process will not invalidate the proceedings concerned.

THIS DEED has been executed by the Chargors as a deed and signed by the Lender and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1

COMPANY	JURISDICTION	COMPANY NUMBER
Delta Ashford Property Limited	Isle of Man	015106V
Delta Belton Woods Property Limited	Isle of Man	015107V
Delta Cheltenham Chase Property Limited	Isle of Man	015144V
Delta Chesford Grange Property Limited	Isle of Man	015145V
Delta Dunston Hall Property Limited	Isle of Man	015113V
Delta Forest Pines Property Limited	Isle of Man	015114V
Delta Hampshire Court Property Limited	Isle of Man	015116V
Delta Norton Park Property Limited	Isle of Man	015119V
Delta Oxford Belfry Property Limited	Isle of Man	015124V
Delta Park Royal Property Limited	Isle of Man	015147∨
Delta Stratford Manor Property Limited	Isle of Man	015141V
Delta Stratford Property Limited	Isle of Man	015137V
Delta Telford Property Limited	Isle of Man	015139V
Delta Ashford Op Co Limited	England & Wales	10921550
Delta Belton Woods Op Co Limited	England & Wales	10921650
Delta Cheltenham Chase Op Co Limited	England & Wales	10923332
Delta Chesford Grange Op Co Limited	England & Wales	10921436
Delta Dunston Hall Op Co Limited	England & Wales	10921613
Delta Forest Pines Op Co Limited	England & Wales	10921354
Delta Hampshire Court Op Co Limited	England & Wales	10922635
Delta Norton Park Op Co Limited	England & Wales	10922429
Delta Oxford Belfry Op Co Limited	England & Wales	10921491
Delta Park Op Co Limited	England & Wales	10924154
Delta Stratford Manor Op Co Limited	England & Wales	10923309
Delta Stratford Op Co Limited	England & Wales	10924052
Delta Telford Op Co Limited	England & Wales	10923329

Schedule 2

Registered Land to be Mortgaged

The address for service of the Lender in the case of registered land is 4th floor, 22 Baker Street, London W1U 3BW.

		,		
1.	Ashford International, Simone Weil Avenue, Ashford,	TT73280	Leaseback	Delta Ashford Property Limited
				(IoM 015106V)
	TN24 8UX	TT75736	OpCo Lease	Delta Ashford Op Co Limited
				(CRN 10921550)
2.	Belton Woods Hotel, Grantham, NG32 2LN	LL377598	Leaseback	Delta Belton Woods Property Limited
.]	NG32 ZLIV			(loM 015107V)
		LL379540	OpCo Lease	Delta Belton Woods Op Co Limited
				(CRN 10921650)
3.	3. The Cheltenham Chase Hotel, Shurdington Rd, Brockworth GL3 4PB	GR419203	Leaseback	Delta Cheltenham Chase Property Limited (IoM 015144V)
		GR421657	OpCo Lease	Delta Cheltenham Chase Op Co Limited
ļ				(CRN 10923332)
4.	Chesford Grange, Kenilworth,	WK493539	Leaseback	Delta Chesford Grange Property Limited
	Warwick, CV8 2LD			(IoM 015145V)
	The State of Health	WK497432	OpCo Lease	Delta Chesford Grange Op Co Limited
				(CRN 10921436)
5.	5. Dunston Hall,	NK473674	Leaseback	Delta Dunston Hall Property Limited
	Norwich NR14			(loM 015113V)
	8PQ	NK476467	OpCo Lease	Delta Dunston Hall Op Co Limited
•				(CRN 10921613)
6.	Forest Pines Hotel & Golf Resort,	HS389474	Leaseback	Delta Forest Pines Property Limited
	Ermine Street,			(IoM 015114V)
			·	

	Broughton, DN20 0AQ	HS391721	OpCo Lease	Delta Forest Pines Op Co Limited (CRN 10921354)
7.	The Park Royal, Stretton Rd, Stretton, WA4 4NS	CH664241	Leaseback	Delta Park Royal Property Limited (CRN 015147V)
	5.4	CH666921	OpCo Lease	Delta Park Op Co Limited (CRN 10924154)
8.	The Stratford, Arden Street, Stratford-upon- Avon, CV37 6QQ	WK494233	Leaseback	Delta Stratford Property Limited (IoM 015137V)
	,	WK495191	OpCo Lease	Delta Stratford Op Co Limited (CRN 10924052)
9.	Telford Hotel & Golf Resort, Great Hay Drive, Telford	SL252744	Leaseback	Delta Telford Property Limited (IoM 015139V)
	TF7 4DT	SL253131	OpCo Lease	Delta Telford Op Co Limited (CRN 10923329)
10.	10. The Hampshire Court Hotel, Great Binfields Road, Chineham, Basingstoke, RG24 8FY	HP812873	Leaseback	Delta Hampshire Court Property Limited (IoM 015116V)
:		HP813816	Opco lease	Delta Hampshire Court Op Co Limited (CRN 10922635)
		HP818158	Leaseback	Delta Hampshire Court Property Limited (IoM 015116V)
		HP821450	Opco lease	Delta Hampshire Court Op Co Limited (CRN 10922635)
11.	Norton Park, Sutton Scotney, Winchester, SO21	HP812277	Leaseback	Delta Norton Park Property Limited (IoM 015119V)
	3NB	HP815144	Opco lease	Delta Norton Park Op Co Limited (CRN 10922429)
12.	Stratford Manor, Warwick Road, CV37 0PY	WK493544	Leaseback	Delta Stratford Manor Property Limited (IoM 015141V)
		WK493548	Opco lease	Delta Stratford Manor Op Co Limited (CRN 10923309)
13.	The Oxford Belfry, Milton Common, Near Thame, OX9	ON336402	Leaseback	Delta Oxford Belfry Property Limited (IoM 015124V)
	2JW	ON336432	OpCo Lease	Delta Oxford Belfry Op Co Limited (CRN 10921491)
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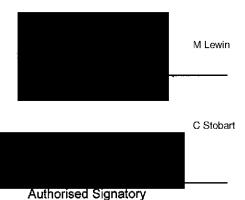
Unregistered Land to be Mortgaged

NONE

The Chargors

Executed and delivered as a Deed by DELTA ASHFORD PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company

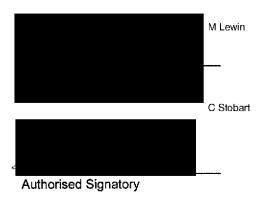


DELTA ASHFORD PROPERTY LIMITED

Signature in the name of the company

Executed and delivered as a Deed by DELTA BELTON WOODS PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company



DELTA BELTON WOODS PROPERTY LIMITED

Executed and delivered as a Deed by DELTA CHELTENHAM CHASE PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company





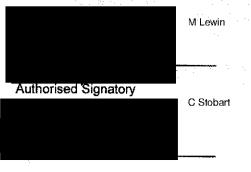
Authorised Signatory

DELTA CHELTENHAM CHASE PROPERTY LIMITED

Signature in the name of the company

Executed and delivered as a Deed by DELTA CHESFORD GRANGE PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company



Authorised Signatory

DELTA CHESFORD GRANGE PROPERTY LIMITED

Executed and delivered as a Deed by

DELTA DUNSTON HALL PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company





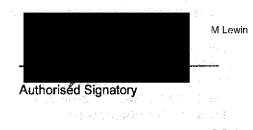
Authorised Signatory

DELTA DUNSTON HALL PROPERTY LIMITED

Signature in the name of the company

Executed and delivered as a Deed by DELTA FOREST PINES PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company





DELTA FOREST PINES PROPERTY LIMITED

Executed and delivered as a Deed by

DELTA PARK ROYAL PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company





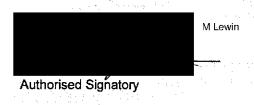
Authorised Signatory

DELTA PARK ROYAL PROPERTY LIMITED

Signature in the name of the company

Executed and delivered as a Deed by **DELTA STRATFORD PROPERTY LIMITED**

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company





Authorised Signatory

DELTA STRATFORD PROPERTY LIMITED

Executed and delivered as a Deed by DELTA TELFORD PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company



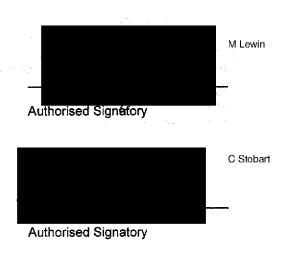


DELTA TELFORD PROPERTY LIMITED

Signature in the name of the company

Executed and delivered as a Deed by DELTA STRATFORD MANOR PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company



DELTA STRATFORD MANOR PROPERTY LIMITED

Executed and delivered as a Deed by DELTA HAMPSHIRE COURT PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company



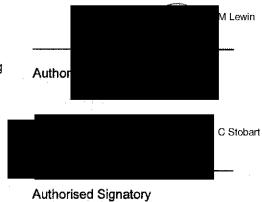


DELTA HAMPSHIRE COURT PROPERTY LIMITED

Signature in the name of the company

Executed and delivered as a Deed by DELTA NORTON PARK PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company

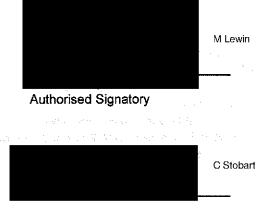


DELTA NORTON PARK PROPERTY LIMITED

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Executed and delivered as a Deed by DELTA OXFORD BELFRY PROPERTY LIMITED

A company incorporated in the Isle of Man acting by its sole director Enmyn Limited (acting by two of its duly authorised directors) who, in accordance with the laws of that territory, are acting under the authority of the company



Authorised Signatory

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DELTA OXFORD BELFRY PROPERTY LIMITED

Signature in the name of the company

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Name of witness:	Maristella Bueno			

Address:

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Signature of witness:			L. Carrier		, tall t	
Name of witness:	Maristella Bue	no			•	
Address:						

Executed as a deed by **DELTA OXFORD BELFRY OP CO LIMITED** acting by a director Manish Gudka in the presence of: Director Signature of witness: Maristella Bueno Name of witness: Address: Lender Executed by for and on behalf of Authorised Signatory Delta Portfolio Holdings 2 Limited and Authorised Signatory Manish Gudka **Authorised Signatory** for and on behalf of

DELTA PORTFOLIO PROPERTY LLP

Executed as a deed by DELTA OXFORD BELFRY OP CO LIMITED acting by a director in the presence of:) Manish Gudka) Director
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Lender	
Executed by Mark Lewin Christopher and Stobart	
for and on behalf of Delta Portfolio Holdings 2 Limited	
and	
Manish Gudka	
	Authorised Signatory
for and on behalf of DELTA PORTFOLIO PROPERTY LLP	

