



Registration of a Charge

Company name: **DALATA UK LTD**

Company number: **06574723**



X7686220

Received for Electronic Filing: **18/05/2018**

Details of Charge

Date of creation: **14/05/2018**

Charge code: **0657 4723 0007**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND AS
SECURITY AGENT**

Brief description: **MALDRON HOTEL, ST MARYS STREET, CARDIFF, CF10 1GD (TITLE
NUMBER: CYM713351)**

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 TRUE COPY OF THE COMPOSITE ORIGINAL.**

Certified by:

OLIVER TRAVERS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6574723

Charge code: 0657 4723 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th May 2018 and created by DALATA UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2018 .

Given at Companies House, Cardiff on 22nd May 2018

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 May 2018 ~~2017~~ Hogan Lovells

Save for material redacted pursuant to S859G of the
Companies Act 2006, we hereby certify that this is
A true copy of the composite original

Signed:

Dated:

18/5/2018
OLIVER TRAVERS
SOLICITOR.

DALATA UK LIMITED
as Chargor

- and -

THE GOVERNOR AND COMPANY OF THE BANK OF
IRELAND
as Security Agent

**SUPPLEMENTAL CHARGE RELATING TO A DEBENTURE
DATED 3 FEBRUARY 2015**

Execution Version



Matter ref 1E0815.000363
F3/AMT/ELM/5703044

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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DATED 14 May 2018 ~~2017~~ Hogan Lovells

PARTIES

- (1) **Dalata UK Limited**, with company number 06574723 and whose registered office is at Clayton Hotel Cardiff, St. Mary Street, Cardiff, Wales, CF10 1GD (the "**Chargor**"); and
- (2) **The Governor and Company of the Bank of Ireland** as security trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND

- (A) This Deed is supplemental to a debenture dated 3 February 2015 between, amongst others, the Chargor and the Security Agent (the "**Principal Charge**").
- (B) The Chargor is obliged by the Principal Charge and the Facility Agreement (defined in the Principal Charge) to mortgage, charge or assign as appropriate the Additional Property to the Security Agent in the terms set out below.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Additional Property**" means the property details of which are set out in Schedule 1 (*Additional Property*) including all:

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it.

1.2 Construction

Save as set out at Clause 1.1 (*Definitions*) of this Deed, the terms of Clause 1 (*Definitions and interpretation*) of the Principal Charge shall apply to this Deed with all necessary modifications and as if they were set out here in full.

2. SECURITY

- 2.1 All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee.
- 2.2 The Chargor charges the Additional Property by way of legal mortgage.
- 2.3 None of the provisions of this Clause 2 (*Security*) shall impose, or imply on the Security Agent any obligation or liability in relation to the Additional Property.

3. CHARGOR'S COVENANTS

- 3.1 The Chargor covenants with the Security Agent to perform and observe all its covenants and obligations expressed in or implied by the terms of the Principal Charge as if they were set out here in full (with all necessary modifications) and the same shall apply to the Additional Property as appropriate
- 3.2 Save as permitted by the Finance Documents, the Chargor shall not create or permit to subsist any Security Interest over its Assets (including, without limitation, the Additional Property).

4. INCORPORATION

All the terms, powers and provisions contained in the Principal Charge (including the exclusion of section 93 of the Law of Property Act 1925 restricting the right of consolidation) are deemed incorporated here as if set out in full (with all necessary modifications) and shall apply to the Additional Property as appropriate.

5. RESTRICTION

- 5.1 The Chargor authorises the Security Agent (or its solicitors) to make an application to the Land Registry on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction on the registered title of the Additional Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2017 in favour of The Governor and Company of the Bank of Ireland referred to in the Charges Register (or its conveyancer)."

- 5.2 The Chargor authorises the Security Agent to apply to the Land Registry to enter any obligation to make further advances on the charges register on the registered title of the Additional Property.

6. ENFORCEMENT

The Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

7. ATTORNEY

- 7.1 The Chargor, by way of security, hereby irrevocably appoints the Security Agent and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Security Agent and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Additional Property and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed.
- 7.2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

8. LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the Additional

Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

9. RIGHTS OF THIRD PARTIES

9.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

10. LAW AND JURISDICTION

10.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

10.2 Jurisdiction of English courts

- (a) It is agreed in relation to claims brought by the Chargor that 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 without limitation claims for set-off or counterclaim) or the legal relationships established by this Deed.
- (b) In relation to claims brought by one or more of the Secured Parties the courts of England shall have non-exclusive jurisdiction. Nothing in this clause shall limit the right of any Secured Party to take proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or otherwise.
- (c) The Chargor irrevocably waives any objections on the ground of venue or inconvenient forum or any similar grounds and irrevocably agrees that any judgment in any proceedings brought in any court referred to in this clause shall be conclusive and binding and may be enforced in any other jurisdiction.

THIS DEED has been executed by each Chargor as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document.

SCHEDULE 1

Additional Property

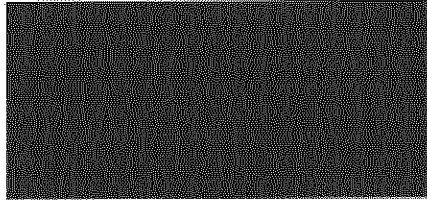
Name of Registered Proprietor	Description of Property	Title Number
Dalata UK Limited	Maldron Hotel, St Marys Street, Cardiff CF10 1GD	CYM713351

EXECUTION PAGE

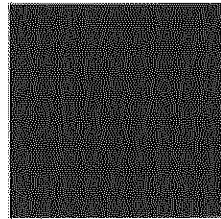
THE CHARGOR

Executed and Delivered as a deed
by **Dalata UK Limited** (pursuant to
a resolution of its Board of
Directors) acting by:

)
)
)
)



Director



Director/~~Secretary~~

THE SECURITY AGENT

Signed by
for and on behalf of **The Governor and
Company of the Bank of Ireland:**

)
)
)

Authorised Signatory

EXECUTION PAGE

THE CHARGOR

Executed and Delivered as a deed)
by **Dalata UK Limited** (pursuant to)
a resolution of its Board of)
Directors) acting by:)

Director

Director/Secretary

THE SECURITY AGENT

Signed by)
for and on behalf of **The Governor and**)
Company of the Bank of Ireland:)



ADAM BROSNAN
Authorised Signatory



SHEILA QUINN