



Registration of a Charge

Company name: **HALL & WOODHOUSE LIMITED**

Company number: **00057696**



X96G6WUR

Received for Electronic Filing: **03/06/2020**

Details of Charge

Date of creation: **29/05/2020**

Charge code: **0005 7696 0021**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **ALL INTELLECTUAL PROPERTY OF THE COMPANY AND MULTIPLE FREEHOLD PROPERTIES OWNED BY THE COMPANY INCLUDING 1777 THE SQUARE, WIMBORNE, DORSET, BH12 1HR WITH TITLE NUMBER DT369588; AMBERWOOD, 154 RINGWOOD ROAD, WALKFORD, CHRISTCHURCH, DORSET, BH23 5RQ WITH TITLE NUMBER DT3577; FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 57696

Charge code: 0005 7696 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2020 and created by HALL & WOODHOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd June 2020 .

Given at Companies House, Cardiff on 4th June 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**



(EXECUTION)

We certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Osborne Clarke LLP

Date:03/06/2020.....

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Supplemental Debenture

(1) Hall & Woodhouse Limited

and

(2) Barclays Bank PLC (as Security Agent)

Dated: 29 May 2020

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

Telephone +44 (0) 117 917 3000

Fax +44 (0) 117 917 3005

JRY/1138209/49212408/TAB

This Supplemental Debenture is made on

29 May 2020

Between:

- (1) **Hall & Woodhouse Limited**, a company incorporated in England and Wales with registered number 00057696 (the "**Company**"); and
- (2) **Barclays Bank PLC** (the "**Security Agent**") as agent and trustee for the Secured Parties (as defined in the Common Terms Agreement defined below).

Background:

- (A) Pursuant to the Original Debenture (as defined below), the Company created Security over all of its assets in favour of the Security Agent.
- (B) It has now been agreed that the CTA (as defined below) and certain of the Facility Letters (as defined below) are to be amended to extend the facilities made available thereunder.
- (C) It is a condition to the availability of the facilities under the amended Facility Letters that the Company enters into this Supplemental Debenture (this "**Deed**") and the board of directors of the Company are satisfied that it is in the interests of the Company to enter into this Deed and the Company has passed a resolution to that effect.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Deed, terms defined in the Original Debenture shall have the same meanings when used in this Deed and the following expressions shall have the following meanings:

"CTA" means the common terms agreement originally dated 8 March 2011, as amended and restated on 18 December 2013, as further amended and restated on 6 February 2015 and as amended and restated on or about the date of this Deed by and amended and restatement agreement entered into between (1) the Company (2) the Guarantors (3) the financial institutions as Lenders (4) Barclays Bank PLC as Agent and (5) Barclays Bank PLC as Security Agent and Barclays Bank PLC and Lloyds Bank plc as Hedge Counterparties (each term as defined therein) (as further amended, restated or supplemented from time to time).

"Facility Letters" means the Facility Letters as defined in the CTA.

"Finance Documents" means the Finance Documents as defined in the CTA.

"Original Debenture" means the debenture originally entered into between (1) the Company, (2) Woodhouse Inns Limited and (3) the Security Agent dated 8 March 2011 as supplemented from time to time.

"Scheduled Properties" means all the property short particulars of which are set out in the Schedule to this Deed, including in each case, without limitation, all Fixtures on such property, all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the relevant Company is entitled in respect of such property, all of which are now or at any time after the date of this Debenture become the property of the Company.

"Secured Liabilities" mean all money, debts, obligations and liabilities from time to time due, owing or incurred by the Company to any Secured Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document to which such Company is a party, as amended, varied, restated, supplemented, substituted, replaced or novated (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, in whatever name, form or style, in whatever currency it is denominated, or whether originally owing to the Secured Party or purchased or otherwise acquired by the Secured Party, its assignee or successor).

"Secured Parties" has the meaning given to such term in the CTA.

1.2 Construction

Unless a contrary intention appears, Clause 1.2 (*Construction*) of the Original Debenture applies to this Deed, and shall be deemed to be incorporated into this Deed, mutatis mutandis, as though set out in full in this Deed, with any reference to "this Deed" being deemed to be a reference to "this Deed", subject to any necessary changes.

1.3 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

2. SECURITY

2.1 General provisions

The Security created under this Deed:

- (a) is supplemental to the Security created under the Original Debenture;
- (b) is continuing security for the payment and discharge of the Secured Liabilities; and
- (c) is created in favour of the Security Agent as agent and trustee, and the Security Agent holds the benefit of this Deed on trust, for the Secured Parties.

2.2 Scheduled Property

The Company charges, with full title guarantee, by way of fixed charge, the Scheduled Property and all Rights relating to the Scheduled Property.

2.3 Contracts

The Company assigns, with full title guarantee, by way of fixed charge, the Contracts.

2.4 Book Debts

The Company charges, with full title guarantee, by way of fixed charge, the Book Debts.

2.5 Intellectual Property

- (a) The Company charges, with full title guarantee by way of fixed charge, all the Intellectual Property now or in the future owned, possessed or controlled by the Company (whether alone or with others) anywhere in the world.

- (b) The Company charges, with full title guarantee by way of fixed charge, the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of the Company relating to the use or exploitation by or on behalf of the Company anywhere in the world of any Intellectual Property owned by others.
- (c) The Company charges, with full title guarantee, by way of fixed charge, all the Company's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world.

2.6 Plant and Machinery

The Company charges, with full title guarantee, by way of fixed charge, the Plant and Machinery.

2.7 Securities and Derivative Assets

- (a) The Company charges, with full title guarantee, by way of fixed charge, the Securities.
- (b) The Company charges, with full title guarantee, by way of fixed charge, all Derivative Assets of a capital nature.
- (c) The Company charges, with full title guarantee, by way of fixed charge, all Derivative Assets of an income nature.

2.8 Bank Accounts

The Company charges, with full title guarantee, by way of fixed charge, all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).

2.9 Goodwill

The Company charges, with full title guarantee, by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company.

2.10 Insurance

- (a) The Company charges, with full title guarantee, by way of fixed charge, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances.
- (b) The Company charges, with full title guarantee, by way of fixed charge, all other present and future insurances and the proceeds of such insurances.
- (c) The Company charges, with full title guarantee, by way of fixed charge, the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Asset.

2.11 Hedging Agreements

The Company charges, with full title guarantee, by way of absolute legal assignment, the benefit of the Hedging Agreements.

2.12 Accruals etc

- (a) The Company charges, with full title guarantee, by way of absolute legal assignment, all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 2.2 (*Scheduled Property*) to 2.11 (*Hedging Agreements*) (inclusive) (the "**Accruals**").
- (b) The Company charges, with full title guarantee, by way of fixed charge, the Company's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any Tax refund, rebate or repayment, and any sums so recovered (the "**VAT Accruals**").

2.13 Floating Charge

- (a) The Company charges, with full title guarantee, by way of floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 2.2 (*Scheduled Property*) to 2.12 (*Accruals etc*) (inclusive) of this Deed.
- (b) The floating charge created by this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

2.14 The charges and assignments set out in Clauses 2.2 (*Scheduled Property*) to 2.12 (*Accruals etc*) are not intended to cover any Assets which are already charged to the Pension Schemes as at the date of this Deed.

2.15 The assignments set out in Clauses 2.11 (*Hedging Agreements*) and 2.12 (*Accruals etc*) are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.

2.16 Financial Collateral

To the extent that any part of the Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Security Agent shall have the right, at any time after the Security constituted by this Deed become enforceable, to appropriate all or any part of those Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Assets appropriated in accordance with this Clause 2.16 (*Financial Collateral*) shall be the price of those Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Security Agent may select (including independent valuation). The Company agrees that the methods of valuation provided for in this Clause 2.16 (*Financial Collateral*) are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations. To the extent that the Assets constitute Financial Collateral, the Company agrees that such Assets shall be held or designated so as to be under the control of the Security Agent for all purposes of the Financial Collateral Regulations.

3. INCORPORATION

The provisions of Clause 2 (*Covenant to pay*), Clause 3 (*Interest*) and Clauses 5 (*Conversion of Floating Charge*) to 40 (*Third Party Rights*) (inclusive) of the Original Debenture apply to this

Deed as though they were set out in full in this Deed except that references to "this Debenture" in the Original Debenture are to be construed as references to this Deed.

4. CONTINUATION

- 4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2 The Company agrees that the execution of this Deed shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3 References in the Original Debenture to "this Debenture" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Deed and to this Deed.
- 4.4 This Deed is a Security Document and a Finance Document.

5. GOVERNING LAW AND JURISDICTION

5.1 Governing law

This Deed and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) is governed by and shall be construed in accordance with English law.

5.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (whether contractual or non-contractual) including a dispute regarding the existence, validity or termination of this Deed (a "**Dispute**").
- (b) The Security Agent and the Company agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly none of them will argue to the contrary.
- (c) This Clause 5.2 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

5.3 Freedom of Choice

The submission to the jurisdiction of the courts referred to in Clause 5.2 (*Jurisdiction*) shall not (and shall not be construed so as to) limit the right of the Security Agent or any Secured Party to take proceedings against the Company in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

In witness whereof this Deed has been executed and delivered as a deed on the date written at the beginning of this Deed.

SCHEDULE
SCHEDULED PROPERTY

Property address	Title Number	Tenure
1777 The Square, Wimborne, Dorset BH12 1HR	DT369588	Freehold
AMBERWOOD 154 Ringwood Road, Walkford, Christchurch, Dorset, BH23 5RQ	DT73577	Freehold
ANGEL Ringwood Road, Longham, Wimborne, Dorset, BH22 9AP	DT248170	Freehold
ARDINGLY INN Street Lane, Ardingly, West Sussex RH17 6UA	WSX100425	Freehold
BARFORD INN Barford St Martin, Wiltshire SP3 4AB	WT285562	Freehold
BARLEY MOW Colehill, Wimborne, Dorset BH21 7AH	DT377130	Freehold
BARN OWL Aller Road, Newton Abbot, Devon	DN398174	Freehold
BAT & BALL Newpound, Wisborough Green, Billingshurst, West Sussex RH14 0EH	WSX238542	Freehold
BEACH HOUSE Westover, Milford On Sea, Lymington	HP138687	Freehold
BEAR 17 Market Square, Horsham, West Sussex RH12 1EU	WSX238530	Freehold
BEAR CROSS Bear Cross, Bournemouth, Dorset BH11 9LU	HP25670	Freehold
BELL Rudge Road, Standerwick, Frome, Somerset BA11 2PR	ST97050	Freehold
BLACK HORSE Reigate Road, Hookwood, Nr Gatwick, Surrey RH6 OHU	SY625187	Freehold

Property address	Title Number	Tenure
BLACK HORSE 95 Slough Road, Iver Heath, Bucks, SL0 0DH	BM66719	Freehold
BLACK SWAN Pease Pottage, Nr Crawley, West Sussex RH11 9AJ	WSX238541	Freehold
BLUE SHIP The Haven, Billingshurst, West Sussex, RH14 9BS	WSX238534	Freehold
BOARS HEAD Worthing Road, Horsham, West Sussex, RH13 7AD	WSX138012	Freehold
BOTANY BAY Winterbourne Zelston, Dorset, DT11 9ET	DT308048	Freehold
BUFFALO INN Wyke Gillingham, Dorset SP8 4NJ	DT357623	Freehold
BULL INN Townbridge, Sturminster Newton, Dorset, DT10 2BS	DT359594	Freehold
CRANBERRY FARM Badger Way, Cranbrook, Exeter EX5 2DZ	DN675131	Freehold
CHARLTON INN Charlton Marshall, Blandford, Dorset, DT11 9NH	DT359791	Freehold
CHEQUERS INN Well, Odiham, Hants RG29 1TL	HP669225	Freehold
CHERRY TREE Copthorne Bank, Copthorne, Crawley, West Sussex, RH10 3JD	SY692462	Freehold
CHERRY TREE Crawley Road, Faygate, Horsham, West Sussex, RH12 4SA	WSX238543	Freehold
CHESTNUT HORSE Easton SO21 1EG	HP365406	Freehold
CHURCHILL ARMS Alderholt, Fordingbridge, Hants, SP6 3AA	DT338791	Freehold
COCK & BOTTLE Morden, Wareham, Dorset	DT369695	Freehold

Property address	Title Number	Tenure
CRABTREE Brighton Road, Lower Beeding, Horsham, West Sussex, RH13 6PT	WSX238544	Freehold
CRICKETERS Coronation Road, Littlewick Green, Maidenhead, Berkshire SL6 3RA	BK150148	Freehold
CROWN INN Marnhull, Sturminster Newton, Dorset DT10 1LN	DT366129	Freehold
DOG & BACON North Parade, Horsham, West Sussex, RH12 2QR	WSX238545	Freehold
DOG & DUCK Dorking Road, Kingsfold, Horsham, West Sussex, RH12 3SA	WSX238537	Freehold
DOG & DUCK Outwood, Nr Redhill, Surrey, RH1 5QU	SY516334	Freehold
DORSET SOLDIER Corfe Mullen, Wimborne, Dorset, BH21 4AX	DT4426	Freehold
DRAGON Forest Road, Colgate, Horsham, West Sussex, RH12 4SY	WSX238536	Freehold
DRAX ARMS Bere Regis, Wareham, Dorset, BH20 7HH	DT369673	Freehold
EMPRESS OF BLANDINGS Romsey Road, Copythorne, Hants SO40 2PE	HP587107	Freehold
FARQUHARSON ARMS Pimperne, Blandford Forum, Dorset DT11 8TX	DT359702	Freehold
FIVE BELLS High Street, Buriton, Nr Petersfield, Hants, GU31 5RX	HP431098	Freehold
FLUER DE LYS HOTEL Cranborne, Wimborne, Dorset, BH21 5PP	DT346864	Freehold
FORESTERS ARMS High Street, Fairwarp, Uckfield, East Sussex, TN22 3BP	ESX158366	Freehold
FORESTERS ARMS Kirdford, Billingshurst, West Sussex RH14 0ND	WSX238535	Freehold

Property address	Title Number	Tenure
FOX Bucks Green, Rudgwick, Horsham, West Sussex RH12 3JP	WSX238525	Freehold
GARDENERS ARMS Selsfield Road, Ardingly, West Sussex, RH17 6TJ	WSX80700	Freehold
GATWICK 42 High Street, Horley, Surrey, RH6 7BB	SY692032	Freehold
GEORGE Mere, Wiltshire, BA12 6DR	WT274895	Freehold
GEORGE INN St Mary Bourne, Andover, Hants, SP11 6BG	HP313913	Freehold
GOFFS MANOR Old Horsham Road, Southgate, Crawley, West Sussex	WSX107038	Freehold
GRASSHOPPER 141 Bournemouth Road, Parkstone, Poole, Dorset, BH14 9HT	DT377726	Freehold
GREYHOUND Market Place, Blandford, Dorset DT11 7EB	DT370015	Freehold
GREYHOUND Staple Fitzpaine, Taunton, Somerset	ST252296, ST252295	Freehold
GREYHOUND 19 Stocks Road, Aldbury, Tring, Herts, HP23 5RT	HD331541	Freehold
GRIFFIN 107 London Road, Warmley, Bristol	AV235525	Freehold
GROVE ARMS Ludwell, Sherborne, Dorset	WT221384	Freehold
HALF MOON Salisbury Road, Shaftesbury, Dorset SP7 8BS	DT369545	Freehold
HALFWAY INN Norden, Nr Corfe Castle, Wareham, Dorset, BH20 5DU	DT204453	Freehold
HALFWAY INN Bath Road, Newbury, Berks RG20 8NR	BK140274	Freehold
HALL & WOODHOUSE, BATH Old King Street, Bath	AV18867, ST259743	Freehold

Property address	Title Number	Tenure
HANGLETON MANOR Hangleton Valley Drive, Hove, East Sussex	SX109572	Freehold
HANKRIDGE ARMS Hankridge Way, Riverside, Taunton, Somerset TA1 2LR	ST121689	Freehold
HARBOUR INN Church Street, Axmouth, Seaton	DN523301	Freehold
HARE & HOUNDS Brentmoor Road, West End, Surrey, GU24 9QG	SY648511	Freehold
HARE & HOUNDS Dumstown, Sway, Lymington, Hants SO41 6AL	HP604459	Freehold
HEN & CHICKEN Upper Froyle, Nr Alton GU34 9JH	HP579792	Freehold
HORNBROOK Brighton Road, Horsham, West Sussex, RH13 6QA	WSX238531	Freehold
HORNS INN Colehill, Wimborne, Dorset BH21 7AA	DT377591	Freehold
HOUSE MARTIN Christchurch Road, Barton on Sea, New Milton, Hants BH25 6QF	HP728752	Freehold
HUNTSMAN Eridge, Nr Tunbridge Wells, TN11 9LE	ESX240598	Freehold
JEKYLL & HYDE Turgis Green, Nr Basingstoke, Hants, RG27 0AV	HP724769	Freehold
JOLLY SAILOR Lands End Road, Old Bursledon, Southampton, Hants, SO31 8DN	HP699755, HP158783	Freehold
KINGS ARMS Bleke Street, Shaftesbury, Dorset, SP7 8JX	DT380227	Freehold
KINGS HEAD HOTEL High Street, Poole, Dorset, BH15 1BP	DT366109	Freehold
LAMB INN Chichester Road, West Wittering, Chichester, West Sussex, PO20 8QA	WSX148574	Freehold

Property address	Title Number	Tenure
LION INN Nytimber Lane, Pagham, Bognor Regis, West Sussex, PO21 3JX	WSX50842	Freehold
LORD NELSON The Quay, Poole Dorset	DT7858	Freehold
LULWORTH COVE HOTEL West Lulworth, Wareham, BH20 5RQ	DT343842	Freehold
MARTYRS Tolpuddle, Nr Dorchester, Dorset, DT2 7ES	DT330121	Freehold
MOAT London Road, Wrotham Park, Sevenoaks, Kent	K532921	Freehold
MONMOUTH ASH Manor Road, Verwood, Dorset BH31 6HX	DT196668	Freehold
NESS HOUSE HOTEL Marine Parade, Shaldon, Devon	DN175533	Freehold
NEW INN New Street, Salisbury, Wiltshire, SP1 2PH	WT278444	Freehold
NORFOLK ARMS Crawley Road, Roffey, Horsham, West Sussex, RH12 4NB	WSX238540	Freehold
ODDFELLOWS ARMS Church Street, Wimborne, Dorset	DT377932	Freehold
OLD FARMHOUSE Trendlewood Way, Nailsea, Bristol, S48 2PF	AV107159	Freehold
OLD GRANARY The Quay, Wareham, Dorset, BH20 4LP	DT283846	Freehold
OLD INN Holt, Wimborne, Dorset, BH21 7DJ	DT377772	Freehold
OLD INN Widcombe on the Moor, Devon, TQ13 7TA	DN289633, DN443093	Freehold
OLIVE BRANCH HORSHAM 12 Bishopric, Horsham, West Sussex RH12 1QR	WSX239145	Freehold
OLIVE BRANCH WIMBORNE East Borough, Wimborne, Dorset, BH21 1PF	DT380637	Freehold

Property address	Title Number	Tenure
ONSLOW ARMS Loxwood, Billingshurst, West Sussex, RH14 0RD	WSX238506	Freehold
OX Ashley Cross, Lower Parkstone, Dorset BH14 0JB	DT359469	Freehold
PARK CRESCENT 39 Park Crescent Terrace, Brighton, E. Sussex, BN2 3HE	SX133319	Freehold
PEACOCK FARM Peacock Lane, Bracknell, Berks	BK407225	Freehold
PELHAM ARMS St Anne's Hill, Lewes, East Sussex, BN2 1XL	SX121132	Freehold
PLOUGH Ifield Street, Ifield, Crawley, West Sussex, RH11 0NN	WSX74428	Freehold
PLOUGH Church Road, Leigh, Reigate, Surrey, RH2 8NJ	SY442108, SY692041	Freehold
PORTSMOUTH HOY The Quay, Poole, Dorset BH15 1HJ	DT312529	Freehold
RED LION 99 Wish Hill, Willingdon, Eastbourne, East Sussex, BN20 9HQ	EB20062	Freehold
RED LION High Street, Gillingham, Dorset, SP8 4AA	DT357692, DT227946, DT217235, DT176206, DT365345	Freehold
RED LION Church Road, Mortimer West End, Nr Reading, Berks, RG7 2HU	HP404927, HP473775	Freehold
RED LION Winfrith, Nr Dorchester, Dorset, DT2 8LE	DT359612	Freehold
RED LION Church Street, Sturminster Marshall, Wimborne, Dorset, BH21 4BU	DT359782	Freehold
RISING SUN 38 East Street, Wimborne, Dorset, BH21 1DX	DT379688	Freehold
ROBIN HOOD The Green, Rowlands Castle, Hampshire PO9 6AB	SH22740	Freehold

Property address	Title Number	Tenure
ROYAL OAK Over Stratton, South Petherton, Somerset, TA13 5LQ	ST73073	Freehold
SCARLETT ARMS Walliswood, Ockley, Surrey, RH5 5RD	SY692039	Freehold
SHIP AND SHOVELL 1 Craven Passage, Charing Cross, London	NGL760674	Freehold
SHIP INN Custom House Quay, Weymouth, Dorset DT4 8BE	DT288309	Freehold
SHIP INN Wool, Wareham, Dorset, BH20 6EQ	DT381043	Freehold
SILENT WOMAN Coldharbour, Wareham, Dorset, BH20 7PR	DT366040	Freehold
SILVER PLOUGH Pitton, Nr Salisbury, Wilts, SP5 1DU	WT159668	Freehold
SIX BELLS 76 High Street, Billingshurst, West Sussex RH14 9QS	WSX238520	Freehold
SMUGGLERS INN Osmington Mills , Weymouth, Dorset DT3 6HF	DT254071	Freehold
SNOWDROP Lyoth Lane, Lindfield, Haywards Heath, West Sussex, RH16 2QE	WSX238512	Freehold
ST MARY'S GATE London Road, Arundel, West Sussex BN18 9BA	WSX77458	Freehold
ST PETER'S FINGER Dorchester Road, Lytchett Minster, Poole, BH16 6JE	DT379689	Freehold
STAG Balls Cross, Nr Petworth, Surrey, GU28 9JP	WSX238510	Freehold
STOUR INN Blandford St Mary, Dorset, DT11 9ND	DT306709	Freehold
STOUT HOUSE 29 Carfax, Horsham West Sussex, RH12 1EE	WSX238511	Freehold
SUN INN 1 Wharf Street, Godlaming, Surrey, GU7 1NN	SY641550	Freehold
SWAN INN Newtown, Newbury, Berks, RG20 9BH	HP421205	Freehold

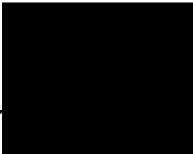
Property address	Title Number	Tenure
SWAN INN Market Place, Sturminster Newton, Dorset DT10 1AR	DT380225	Freehold
SWEET HOME INN Ringwood Road, Parkstone, Dorset, BH14 0RF	DT360386	Freehold
THE PLOUGH Portsmouth Road, Bursledon, Southampton SO31 8BT	HP439931	Freehold
TRUE LOVERS KNOT Tarrant Keyneston, Blandford, Dorset, DT11 9JG	DT378871	Freehold
VINE 27-29 High Street, Tarring, Worthing, West Sussex, BN14 7NN	WSX221355	Freehold
VOLUNTEER Water Lane, Sutton Abinger, Nr Dorking, Surrey, RH5 6PR	SY621596	Freehold
WHEATSHEAF Wool Lane, Rumbolds Hill, Midhurst, Sussex GU29 9BY	WSX238508, WSX130520	Freehold
WHEATSHEAF Woodford, Salisbury, Wilts SP4 6NQ	WT274960	Freehold
WHITE HART Wrington Road, Congresbury, North Somerset, BS19 5AR	ST275897	Freehold
WHITE HART High Street, Henfield, West Sussex BN5 9HP	WSX107517	Freehold
WHITE HART 201 Ringwood Road, Longham, Wimborne, Dorset, BH22 9AB	DT366098	Freehold
WHITE HART 2 Cheap Street, Sherborne, Dorset DT9 3PX	DT200424	Freehold
WHITE HARTE South Street, Cuckfield, Haywards Heath, West Sussex, RH17 5LB	WSX133244	Freehold
WIGHT MOUSE INN Chale, Isle of Wight PO38 2HA	IW18284	Freehold

Property address	Title Number	Tenure
WOODMAN 60 Battersea High Street, Battersea, London, SW11 3HX	408623	Freehold
WORLDS END Bradford-on-Tone, Taunton, Somerset TA4 1ET	ST47334, ST233451	Freehold
YACHTSMAN Lake Road, Hamworthy, Poole	DT2379	Freehold
YE OLDE GEORGE Church Street, East Meon, Hants GU32 1NH	HP364825	Freehold

SIGNATURE PAGE TO SUPPLEMENTAL DEBENTURE

The Company

Executed and Delivered as a Deed)
for and on behalf of)
Hall & Woodhouse Limited)
acting by two directors:)



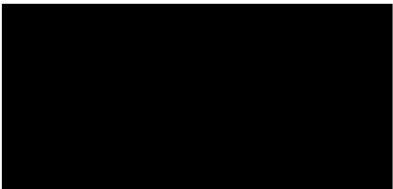
Name: Matt Kearsey
Dire



Name: Anthony woodhouse
Director

The Security Agent

Signed by an authorised signatory
for and on behalf of
Barclays Bank PLC as Security Agent



Name: Simon Deaves

Address: European Loans Agency, 1 Churchill Place, London E14 5HP, United Kingdom
Fax: +44 (0) 20 7773 4893
Attention: Head of European Loans Agency