



Registration of a Charge

Company name: **TRIPLE ROCK LTD**

Company number: **02180363**

Received for Electronic Filing: **14/09/2016**



X5FIEBC2

Details of Charge

Date of creation: **12/09/2016**

Charge code: **0218 0363 0013**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY TRUSTEE**

Brief description:

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:

CHRISSY VASSILIOU, CMS CAMERON MCKENNA LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2180363

Charge code: 0218 0363 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2016 and created by TRIPLE ROCK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2016 .

Given at Companies House, Cardiff on 14th September 2016

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**

THIS ACCESSION DEED is made on the 12th day of September 2016

BETWEEN:

- (1) **THE LIBERATION GROUP LIMITED** (registered in Jersey under number 100864) (“**Liberation Group**”);

THE LIBERATION GROUP UK LIMITED (registered in England and Wales under number 9253325);

BUTCOMBE BREWING COMPANY LIMITED (registered in England and Wales under number 04631172);

BUTCOMBE BREWERY LIMITED (registered in England and Wales under number 04631145);

BUTCOMBE INNS LIMITED (registered in England and Wales under number 06221191);

BUTCOMBE PUBCO LIMITED (registered in England and Wales under number 01383858); and

TRIPLE ROCK LIMITED (registered in England and Wales under number 02180363),

(each an “**Additional Chargor**” and collectively the “**Additional Chargors**”); and

- (2) **CALEDONIA TLG MIDCO LIMITED**, (registered in Jersey under number 121189 (the “**Parent**”); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as Security Trustee for the Secured Parties (the “**Security Trustee**”).

WHEREAS:

- (A) This Deed is supplemental to a debenture (the “**Debenture**”) dated 8 August 2016 (as may be supplemented, amended or restated from time to time) between, inter alios, the Parent and the Security Trustee.
- (B) Each Additional Chargor has agreed to charge in favour of the Security Trustee, on the terms contained in the Debenture, all of its property, undertaking and assets to secure the Secured Liabilities (as defined in the Debenture), and to accede to the Debenture.

1. Definitions and Interpretation

Words and phrases defined in the Debenture and principles of interpretation provided for in the Debenture shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) to this Deed.

2. Accession by each Additional Chargor to the Debenture

- 2.1 Each Additional Chargor agrees to be bound by the terms of the Debenture and to perform all its obligations (whether as Chargor or otherwise) under the Debenture

(including for the avoidance of doubt, any guarantee obligations thereunder) with effect from the date of this Deed as if it had been an original party to the Debenture.

- 2.2 All the provisions of the Debenture shall apply to this Deed and, subject to Clauses 3 (*Fixed Charge*) and 4 (*Floating Charge*) hereof, the security hereby constituted as if incorporated herein in full (*mutatis mutandis*) and the same shall be construed accordingly with the intent and effect that all the rights, obligations, covenants, assurances and provisions express or implied contained in or subsisting in relation to the Debenture shall apply hereto and to the security hereby constituted as if expressly set out herein and references to the “Deed” and abbreviated references to the same by words such as “hereof”, “hereunder”, “hereto” or “herein”, shall be read and construed accordingly.
- 2.3 The definition of “**Charged Property**” and each part thereof contained in the Debenture, shall for the avoidance of doubt, include all or the relevant part, of the rights, property, assets and undertaking mortgaged or charged as the case may be pursuant to Clauses 3 (*Fixed Charge*) and 4 (*Floating Charge*) of this Deed.
- 2.4 Each Additional Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Debenture.
- 2.5 The Parent (on behalf of itself and the other members of the Group which are parties to the Debenture) hereby agrees to the Additional Chargors’ accession.

3. Fixed Security

- 3.1 Each Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all of that Additional Chargor’s right, title and interest in and to the freehold, commonhold and leasehold property (other than leasehold property with a lease for a remaining term of less than 15 years) now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 (*Real Property*)) (other than any subject to an Exclusion unless and until the same is satisfied).
- 3.2 Each Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first fixed charge all of that Additional Chargor’s right, title and interest in and to the following assets, both present and future:
- 3.2.1 **Other real property** - all estates or interests in any freehold, commonhold or leasehold property (other than (i) such property effectively mortgaged under Clause 3.1 above; (ii) any property subject to an Exclusion unless and until the same is satisfied) and (iii) leasehold property with a lease for a remaining term of less than 15 years;
- 3.2.2 **Licences on land** - all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
- 3.2.3 **Rights as tenant** – where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including,

but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;

- 3.2.4 **Rental income** - any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 3.2.5 **Fixed or other plant and machinery** - all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
- 3.2.6 **Insurances** - all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 3.2.7 **Book debts** - all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 3.2.8 **Bank accounts and deposits** - all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same), together with all moneys from time to time deposited in or standing to the credit of any Holding Account and/or Mandatory Prepayment Account.
- 3.2.9 **Securities** - all Securities and their Related Rights;
- 3.2.10 **Goodwill and uncalled capital** – all of its goodwill and uncalled capital;
- 3.2.11 **Intellectual property** - all Intellectual Property;
- 3.2.12 **Business licences** - all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13 **Contracts** – each of the Specified Contracts, together with each Hedging Agreement (to the extent not otherwise validly and effectively assigned pursuant to Clause 3.3 (*Assignment*) below) and
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;

- (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
- (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
- (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

Assignment

- 3.3 Each Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of that Additional Chargor's right, title and interest in and to each of the Specified Contracts, together with each Hedging Agreement.

4. Floating Charge

Creation of Floating Charge

- 4.1 Each Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first floating charge all of that Additional Chargor's undertaking and all its other property, assets and rights whatsoever, all the stock in trade of that Additional Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*).
- 4.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 (*Creation of Floating Charge*) above.

Conversion by Notice

- 4.3 The Security Trustee may by notice in writing at any time to an Additional Chargor convert the floating charge created by that Additional Chargor pursuant to Clause 4.1 (*Creation of Floating Charge*) above with immediate effect into a fixed charge (either generally or specifically) as regards any assets of that Additional Chargor specified in the notice if:
 - 4.3.1 an Event of Default has occurred and while the same is continuing; or

- 4.3.2 the Security Trustee reasonably considers (based on reasonable evidence) that any of the Security Assets may be in danger of being seized or sold pursuant to any form of legal process or that it is necessary to do so in order to protect or preserve the security constituted by this Deed.

Automatic Conversion

- 4.4 Notwithstanding Clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:
- 4.4.1 the relevant Additional Chargor creates or attempts to create any Security over any of the Security Assets (except as expressly permitted by the terms of the Facilities Agreement or this Deed);
- 4.4.2 any person levies or takes formal steps to levy any distress, execution or other process against any of the Security Assets in which case the floating charge created by Clause 4.1 (*Creation of Floating Charge*) shall automatically be converted (without notice) with immediate effect into a fixed charge only over such Security Assets affected by such distress, execution or other process; or
- 4.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the relevant Additional Chargor.

5. Further Advances

The Security Trustee covenants with each Additional Chargor that it shall perform its obligations to make advances under the Facilities Agreement (including any obligation to make available further advances).

6. Exclusion of Assets from Security

- 6.1 For each leasehold property (subject to Exclusions) (the “**Excluded Property**”), each Additional Chargor shall, upon request by the Security Trustee:
- 6.1.1 apply for the relevant consent or waiver of prohibition or condition within 10 Business Days of the date of such request and shall use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;
- 6.1.2 upon reasonable request, keep the Security Trustee informed of its progress in obtaining such consent or waiver; and
- 6.1.3 forthwith upon receipt of such consent or waiver, provide the Security Trustee with a copy.
- 6.2 Immediately upon receipt of the relevant waiver or consent, the relevant Excluded Property shall stand charged to the Security Trustee (as trustee for the Secured Parties) under Clause 3 (*Fixed Security*). If required by the Security Trustee at any time following receipt of that waiver or consent, the relevant Additional Chargor will execute a further valid fixed charge in such form as the Security Trustee shall require.

- 6.3 There shall be excluded from the Security created by Clause 3 (*Fixed Security*) any Excluded Property held by an Additional Chargor until the relevant condition or waiver referred to in Clauses 6.2 and 6.3 (*Exclusion of Assets from Fixed Security*) has been satisfied and obtained. For the avoidance of doubt, no Excluded Property shall be excluded from the Security created by clause 4 (Floating Charge) by operation of this Clause 6.4 (*Exclusion of Assets from Fixed Security*).
- 6.4 If an Additional Chargor receives notice from a third party of its intention to bring proceedings against that Additional Chargor for the forfeiture of that Additional Chargor's leasehold property which is (a) and Excluded Property, and (b) subject only to the Security created by Clause 4 (*Floating Charge*) (a "**Floating Charge Excluded Property**"), the relevant Additional Chargor will:
- 6.4.1 as soon as reasonably practicable (and in any event within two Business Days of receipt of such notice or becoming aware of such intention), inform the Security Trustee of the proceedings; and
- 6.4.2 take all reasonable actions or which the Security Trustee may reasonably request to resolve any issue or dispute with such third party in such a way as to enable the Security created over such Floating Charge Excluded Property by this Deed to remain in place.

7. Power of Attorney

Appointment and Powers

- 7.1 Each Additional Chargor, by way of security, irrevocably appoints the Security Trustee, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed, following the occurrence of an Event of Default that is continuing, to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:
- 7.1.1 carrying out any obligation imposed on the relevant Additional Chargor by this Deed; and
- 7.1.2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).

Ratification

- 7.2 The relevant Additional Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 13.1 (*Appointment and Powers*) of the Debenture.

8. Further Assurance

- 8.1 The relevant Additional Chargor shall, at its own expense, take whatever action the Security Trustee or any Receiver may reasonably require for:
- 8.1.1 preserving, perfecting or protecting any Security Asset or the security constituted or intended to be constituted by this Deed over any Security Asset;

- 8.1.2 at any time after the security constituted by this Deed has become enforceable, facilitating the realisation of any Security Asset; and/or
- 8.1.3 at any time after the security constituted by this Deed has become enforceable, facilitating the exercise of all rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Deed or by law in respect of any Security Asset,

including, without limitation, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Security Assets (whether to the Security Trustee or to its nominee(s)) and the giving of any notice, order or direction and the making of any registration which, in any such case, the Security Trustee may think expedient (acting reasonably) but such action being no more onerous than that required under the terms of this Deed.

9. Notices

All Notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 25 (*Notices*) of the Debenture. Each Additional Chargor's address of service is that set out with its signature below.

10. 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. Delivery of an electronic counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

11. Governing Law

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

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

Schedule 1
Real Property

Item No	Address of Property	Title number and grade of title (if registered)	Company owning property
1.	Queen Victoria Inn, Pelting Drove, Priddy, Wells BA5 3BA	Title absolute under title number WS24430	Butcombe Brewery Limited
2.	The Swan Inn, Rowberrow, Winscombe BS25 1QL	Title absolute under title number ST215864.	Butcombe Brewery Limited
3.	The Cottage Inn, Cumberland Road, Bristol	Title absolute under title number BL66189	Butcombe Brewery Limited
4.	The Pig and Fiddle, ground floor being part 32 Broad Street, Bath BA1 5LP and basement, ground, first and second floors being 2 Saracen Street, Bath BA1 5BR	Title absolute under title number ST317995	Butcombe Brewery Limited
5.	The Bell Inn, 18 Hillgrove Street, Bristol BS2 8JT	Title absolute under title number AV236124	Butcombe Brewery Limited
6.	The Prince of Wales, 84 Stoke Lane, Westbury-on-Trym, Bristol BS9 3SP	Title absolute under title number AV223077	Butcombe Brewery Limited
7.	Woolpack Inn, St Georges, Weston-super-Mare BS22 7WE	Title absolute under title number AV226227	Butcombe Brewery Limited
8.	Lamb Hotel, The Square, Axbridge BS26 2AP	Title absolute under title number ST215847	Butcombe Brewery Limited
9.	Malt Shovel Inn, Blackmore Lane, Cannington, Bridgewater TA5 2NE	Title absolute under title number ST152172	Butcombe Brewery Limited
10.	The Rose and Crown Inn and car park (title number ST255628); and Garriao (title number ST299443), High Street, Hinton Charterhouse, Bath BA2 7SN	Title absolute under title numbers ST255628 and ST299443	Butcombe Brewery Limited
11.	Fox and Hounds, Broadway Road, Charlton Adam, Somerset TA11 7AU	Title absolute under title number ST88388	Butcombe Brewery Limited
12.	The Mill, Rode, Frome BA11 6AG	Title absolute under title number WS59649	Butcombe Brewery Limited
13.	Old Crown Inn, Kelston, Bath BA1 9AQ	Title absolute under title numbers ST147546 and ST164273	Butcombe Brewery Limited

Item No	Address of Property	Title number and grade of title (if registered)	Company owning property
14.	The Queens Arms, Celtic Way, Bleadon, Weston-super-Mare BS24 0NF	Title absolute under title number AV214731	Butcombe Brewery Limited
15.	The Cross Keys Inn, 20 High Street, Rode, Frome BA11 6NZ	Title absolute under title number WS18030	Butcombe Brewery Limited
16.	Ring of Bells, The Street, Compton Martin, Bristol BS40 6JE	Title absolute under title number ST215849	Butcombe Brewery Limited
17.	The Ring O' Bells, Temple Cloud, Hinton Blewett, Bristol BS39 5AN (AV248541) and Manor Cottage, Hinton Blewitt (AV125727)	Title absolute under title numbers AV248541 and AV125727	Butcombe Brewery Limited
18.	Colston Yard – Former Brewery, Upper Maudlin Street, Bristol BS2 8DJ	Title absolute under title number BL101180	Butcombe Brewery Limited
19.	Land at Cleaves Yard, Havyatt Industrial Estate, Havyatt, Wrington (ST238570) and Land at Cox's Green, Havyat Road, Wrington, Bristol (ST289165)	Title absolute under title numbers ST238570 and ST289165	Butcombe Brewery Limited
20.	The Pelican Inn, 10 South Parade, Chew Magna, Bristol BS40 8SL	Title absolute under title numbers ST279969 and AV222475	Butcombe Brewery Limited
21.	The Charlton Inn, Charlton Road, Shepton Mallet BA4 5PH	Title absolute under title numbers WS76511 (being that part of the land edged red on the plan annexed to a Transfer (TP1) dated 28 June 2016 between Richard Edward PFYL (also known as Richard Eduard PFYL) and Hanne Sloth PFYL (1) and Butcombe Brewery Limited (2) forming part of ST87168) and WS75705	Butcombe Brewery Limited
22.	Restoration Inn, 55-57 High Street, Cheltenham GL50 1DX	Title absolute under title number GR229738	Butcombe Brewery Limited

Schedule 2

Insurance Policies

None at the date of this Deed

Schedule 3

Specified Intellectual Property

None at the date of this Deed

Schedule 4

Specified Securities

Name of Additional Chargor	Name of Company in which shares are held	Class of shares held	Number of shares held
The Liberation Group Limited	The Liberation Group UK Limited	Ordinary shares of £1.00 each	10,000
The Liberation Group UK Limited	Butcombe Brewing Company Limited	Ordinary shares of £1.00 each	3,635,220
Butcombe Brewing Company Limited	Butcombe Brewery Limited	Ordinary share of £1.00 each	1
Butcombe Brewing Company Limited	The Long Ashton Cider Company Limited	Ordinary share of £1.00 each	1
Butcombe Brewing Company Limited	Butcombe Pubco Limited	Ordinary shares of £1.00 each	2
Butcombe Brewing Company Limited	Butcombe Brewery (EBT) Limited	Ordinary shares of £1.00 each	374,000
Butcombe Brewery Limited	Triple Rock Limited	Ordinary shares of £1.00 each	1,000
Butcombe Brewery Limited	Butcombe Inns Limited	Ordinary shares of £0.10 each	900,000

Schedule 5

Specified Contracts

1. Intercompany loan made between Caledonia TLG Bidco Limited and The Liberation Group Limited and dated on or about the date of this Deed.
2. Intercompany loan made between Caledonia TLG Bidco Limited and The Liberation Group Limited and dated on or about the date of this Deed.
3. Intercompany loan made between Caledonia TLG Bidco Limited and The Liberation Group UK Limited and dated on or about the date of this Deed.
4. Intercompany loan made between The Liberation Group Limited and Butcombe Brewery Limited and dated on or about the date of this Deed.
5. Intercompany loan made between The Liberation Pub Company (Guernsey) Limited and The Liberation Group Limited and dated on or about the date of this Deed.

EXECUTION PAGE TO ACCESSION DEED

THE ADDITIONAL CHARGORS

EXECUTED AS A DEED by)
THE LIBERATION GROUP)
LIMITED)
on being signed by)
a Director)

Mac

in the presence of: [REDACTED] (Director)

witness Signature: [REDACTED]

witness name: ADAM CAINES

EXECUTED AS A DEED by)
THE LIBERATION GROUP UK)
LIMITED)
on being signed by)
a Director)

in the presence of: (Director)

DECLAN HEARNE
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Witness [REDACTED]
signature: [REDACTED]

Witness
name: ADAM CAINES

Witness MACFARLANES LLP
address: 20 CURSITOR STREET
LONDON
EC4A 1LT

EXECUTED AS A DEED by)
BUTCOMBE BREWING)
COMPANY LIMITED)
on being signed by)
a Director)

in the presence of: (Director)

DECLAN HEARNE

Witness [REDACTED]
signature: [REDACTED]

Witness
name: ADAM CAINES

Witness MACFARLANES LLP
address: 20 CURSITOR STREET
LONDON
EC4A 1LT

EXECUTED AS A DEED by)
BUTCOMBE BREWERY)
LIMITED)
on being signed by)
a Director)
in the presence of: (Director)

Witness
signature: [REDACTED]
Witness
name: ADAM CAINES
Witness
address: MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

DECLAN HEARNE

EXECUTED AS A DEED by)
TRIPLE ROCK LIMITED)
on being signed by)
a Director)
in the presence of: (Director)

Witness
signature: [REDACTED]
Witness
name: ADAM CAINES
Witness
address: MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

DECLAN HEARNE

EXECUTED AS A DEED by)
BUTCOMBE INNS LIMITED)
on being signed by)
a Director)
in the presence of: (Director)

Witness
signature: [REDACTED]
Witness
name: ADAM CAINES
Witness
address: MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

DECLAN HEARNE

EXECUTED AS A DEED by)
BUTCOMBE PUBCO LIMITED)

on being signed by)
a Director)
in the presence of:)

(Director)

Witness

signature

Witness

name:.....ADAM CAINES

Witness

address:.....MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

THE PARENT

EXECUTED AS A DEED by)
CALEDONIA TLG MIDCO)
LIMITED)

on being signed by a Director)
in the presence of:)

(Director)

Witness signature: [REDACTED]
Witness name: ADAM CAINES

Address:

MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Email Address: DECLAN.HEARNE@LIBERATIONGROUP.COM
For the Attention of: DECLAN HEARNE

THE SECURITY TRUSTEE

By: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

EXECUTED AS A DEED by)
BUTCOMBE PUBCO LIMITED)
)
on being signed by)
a Director)
in the presence of: (Director)

Witness
signature:.....
Witness
name:.....
Witness
address:.....

THE PARENT

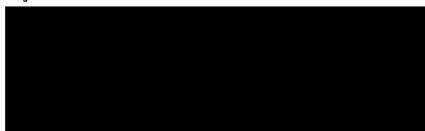
EXECUTED AS A DEED by)
CALEDONIA TLG MIDCO)
LIMITED)
on being signed by a Director)
) (Director)

Address:

Email Address:
For the Attention of:

THE SECURITY TRUSTEE

By: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED



WITNESS



WITNESS
NAME

James McComb

WITNESS
ADDRESS

HSBC Bank plc
8 Canada Square
London
E14 5HQ