



Registration of a Charge

Company Name: **BUTCOMBE BREWERY LIMITED**

Company Number: **04631145**



Received for filing in Electronic Format on the: **23/03/2023**

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Details of Charge

Date of creation: **17/03/2023**

Charge code: **0463 1145 0033**

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

Brief description: **PROPERTY LOCATED AT THE ANCHOR INN, LOWER FROYLE, ALTON, GU34 4NA REGISTERED WITH TITLE NUMBER SH14882; FOR MORE DETAIL 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:

CMS CAMERON MCKENNA NABARRO OLSWANG LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4631145

Charge code: 0463 1145 0033

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th March 2023 and created by BUTCOMBE BREWERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2023 .

Given at Companies House, Cardiff on 24th March 2023

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**

DATE: 17 March 2023

SUPPLEMENTAL LEGAL MORTGAGE OVER LAND

**THE COMPANY NAMED IN
SCHEDULE 1 OF THIS DEED
(AS CHARGOR)**

and

**HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED
(AS SECURITY TRUSTEE)**

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000

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THIS SUPPLEMENTAL DEED is made on the 17 March 2023

BETWEEN:

- (1) **THE COMPANY** whose name and number appear in Schedule 1 (*The Chargor*) (the “**Chargor**”); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for the Secured Parties (as defined below) on the terms and conditions set out in this Deed and in the Facilities Agreement (as defined below) (in such capacity, the “**Security Trustee**”).

WHEREAS:

- (A) The Chargor enters into this Supplemental Deed in connection with a facilities agreement (the “**Facilities Agreement**”) originally dated 8 August 2016 (as amended and/or restated from time to time) and made between (1) Caledonia TLG Midco Limited (the “**Parent**”), (2) the subsidiaries of the Parent listed in Part I of Schedule 1 to the Facilities Agreement as original borrowers, (3) the subsidiaries of the Company listed in Part I of Schedule 1 to the Facilities Agreement as original guarantors, (4) the Financial Institutions listed in Part IV of Schedule 1 to the Facilities Agreement as mandated lead arrangers, (5) the Financial Institutions listed in Part II of Schedule 1 to the Facilities Agreement as lenders, (6) the entities listed in Part V of Schedule 1 to the Facilities Agreement as hedge counterparties (7) HSBC Bank plc as agent of the other Finance Parties (as defined in the Facilities Agreement) and (8) the Security Trustee.
- (B) This Supplemental Deed is supplemental to a debenture (the “**Debenture**”) dated 8 August 2016 and originally made between (1) Caledonia TLG Midco Limited and Caledonia TLG Bideo Limited as chargors, and (2) the Security Trustee as trustee for the Finance Parties (as defined in the Facilities Agreement) in connection with the Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement), to which the Chargor acceded on 12 September 2016.
- (C) It is a condition subsequent under paragraph (c) of clause 24.39 (Conditions Subsequent 2022 - Amendment and Restatement Date) of the Facilities Agreement that the Chargor enters into this Supplemental Deed.
- (D) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Deed is in the interests of the Chargor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture shall, unless otherwise defined in this Supplemental Deed or the context otherwise requires, have the same meanings when used in this Supplemental Deed and in addition in this Supplemental Deed:

“**New Mortgaged Property**”: any freehold, commonhold or leasehold property the subject of the security constituted by this Supplemental Deed and references to any “**New Mortgaged Property**” shall include references to the whole or any part or parts of it.

Construction

- 1.2 All of the provisions of clauses 1.2 to 1.12 (*Construction*) (inclusive) of the Debenture shall, unless the context otherwise requires, apply to this Supplemental Deed as if set out in this Supplemental Deed in full and as if references in those Clauses to “**this Deed**” were references to this Supplemental Deed.
- 1.3 It is intended that this Supplemental Deed shall take effect as and be a deed of the Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed.
- 1.4 This Supplemental Deed is designated as a Finance Document.

2. GRANT OF SECURITY***Legal Mortgage***

- 2.1 The 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 Finance Parties) by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property specified in Schedule 2 (*New Mortgaged Property*).
- 2.2 For the avoidance of doubt and without prejudice to Clause 3 (*Incorporation of Provisions of Debenture*) below, any reference in this Supplemental Deed to a charge or mortgage of any New Mortgaged Property shall be construed so as to include:
 - 2.2.1 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor, and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities, in respect of that New Mortgaged Property;
 - 2.2.2 the proceeds of sale of any part of, and any other moneys paid or payable in respect of or in connection with, that New Mortgaged Property; and
 - 2.2.3 all Premises and all fixtures and fittings (including trade fixtures and fittings) from time to time in or on that New Mortgaged Property.

Implied Covenants for Title

- 2.3 The security granted by the Chargor under this Supplemental Deed is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that for the avoidance of any doubt, the New Mortgaged Property known as “the Rising Sun” is subject to a charge in favour of Punch Partnerships PTL Limited as noted in the deed of priority dated the same day as this Deed.

3. INCORPORATION OF PROVISIONS OF DEBENTURE***Incorporation***

- 3.1 The parties to this Supplemental Deed agree that all of the representations and warranties, obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture shall be deemed to be incorporated in this Supplemental Deed *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Grant of Security*) above and to any New Mortgaged Property and all other property referred to in that Clause.
- 3.2 The Debenture and this Supplemental Deed shall be read and construed together as one document and any reference in the Debenture to “**this Deed**” shall be read as a reference to the Debenture as supplemented by this Supplemental Deed.

- 3.3 The definitions of “**Charged Property**” and “**Mortgaged Property**” in the Debenture shall, for the avoidance of doubt, include the New Mortgaged Property and all other property referred to in Clause 2 (*Grant of Security*) above.

Confirmation

- 3.4 This Supplemental Deed shall be without prejudice to the Debenture, the security constituted or intended to be constituted by the Debenture and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture which shall remain in full force and effect notwithstanding this Supplemental Deed.
- 3.5 For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to Clause 3 (*Fixed Security*) of the Debenture shall continue in full force and effect notwithstanding this Supplemental Deed and shall not merge in any security constituted by this Supplemental Deed or be released, extinguished or affected in any way by the security constituted by this Supplemental Deed or the provisions of this Clause 3.
- 3.6 The Chargor certifies that this Supplemental Deed does not contravene its articles of association.

4. PERFECTION OF SECURITY

Registration at HM Land Registry

- 4.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Trustee in relation to any New Mortgaged Property registered or required to be registered at HM Land Registry, the Chargor hereby consents to an application being made by the Security Trustee to the Chief Land Registrar to enter the following restriction in Form P against its title to such New Mortgaged 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 [●] 2023 in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register or its conveyancer”.

- 4.2 Where the title to any of the New Mortgaged Property is registered at HM Land Registry, in the event that any notice (whether agreed or unilateral) is registered against the Chargor’s title to any such New Mortgaged Property, the Chargor shall immediately provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Supplemental Deed, the Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Further Advances

- 4.3 Subject to the provisions of the Facilities Agreement, each Lender is under an obligation to make further advances to the Borrowers under the Facilities Agreement and that obligation will be deemed to be incorporated into this Supplemental Deed as if set out in this Supplemental Deed.

5. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an electronic counterpart of this Supplemental Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

6. APPLICABLE LAW AND JURISDICTION

6.1 The law of England and Wales is the law applicable to this Deed.

6.2 For the exclusive benefit of the Security Trustee, the parties to this Deed irrevocably agree that the courts of England and Wales are to have jurisdiction to hear and settle any dispute, suit, action, claim or proceeding (together in this Clause 6 referred to as “**Proceedings**”) which arises out of or in connection with this Deed, save that nothing contained in this Clause 6.2 shall limit the right of the Security Trustee to take Proceedings against the Chargor in any other court of competent jurisdiction. The Chargor irrevocably agrees only to bring Proceedings in the courts of England and Wales.

6.3 The Chargor irrevocably waives:

6.3.1 any right it may have to the trial by jury of Proceedings in any such court as is referred to in this Clause 6;

6.3.2 any objection which it may have now or after the date of this Deed to the commencement, or to the venue, of any Proceedings in any such court; and

6.3.3 any claim that any such Proceedings should be brought in a more convenient forum, and further irrevocably agrees that a judgment in any Proceedings brought in any competent court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

6.4 The Chargor consents generally in respect of any Proceedings arising out of or in connection with this Deed to the giving of any relief or the issue of any process in connection with such Proceedings, including, without limitation, the making, enforcement or execution against any assets whatsoever of any order or judgment which may be made or given in such Proceedings.

7. COVENANT TO RELEASE

Upon the irrevocable discharge of the Secured Liabilities or as otherwise permitted under the terms of the Facilities Agreement (but not otherwise), the Security Trustee shall (or procure that its nominees shall), at the request and cost of the Chargor, execute and do all such deeds, acts and things as are necessary to release the relevant Security Assets from the security constituted by this Deed, including the payment of any moneys standing to the credit of any Holding Account and/or Mandatory Prepayment Account to the Chargor and shall give any confirmations and notices as may be reasonably requested by the Chargor.

8. PREVAILING AGREEMENT

The provisions of this Deed are subject to the provisions of the Facilities Agreement and in the event of any inconsistency, the provisions of the Facilities Agreement shall prevail over the provisions of this Deed, except to the extent necessary under English law to maintain the Security constituted by this Deed and to preserve the rights and remedies of the Security Trustee and the Finance Parties under this Deed.

IN WITNESS of which this Supplemental 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

The Chargor

Name	Jurisdiction of Incorporation	Company Number
BUTCOMBE BREWERY LIMITED	England and Wales	04631145

SCHEDULE 2**NEW MORTGAGED PROPERTY****Part 1 - Registered Land**

(Freehold, commonhold or leasehold property in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)

No.	Address of the property	Title number	Grade of title (if registered)	Company owning property
1.	The Anchor Inn, Lower Froyle, Alton, GU34 4NA	SH14882	Freehold	Butcombe Brewery Limited
2.	The Archangel, Kings Street, Frome, Somerset, BA11 1BH	WS52464	Freehold	Butcombe Brewery Limited
		ST115174		
		ST72985		
3.	The Crab at Chieveley, North Heath, Chieveley, Newbury, RG20 8UE	BK20249	Freehold	Butcombe Brewery Limited
		BK462298		
4.	The Dundas Arms, 53 Station Road, Kintbury, Hungerford, RG17 9UT	BK98567	Freehold	Butcombe Brewery Limited
		BK110444		
		BK70496		
5.	Horse & Groom Inn, Bourton On The Hill, Moreton-In-Marsh, GL56 9AQ	GR135281	Freehold	Butcombe Brewery Limited
		GR381123		
6.	King Johns Hotel, Tollard Royal, Salisbury, SP5 5PS	WT72851	Freehold	Butcombe Brewery Limited
7.	The Kings Arms, The Street, Didmarton, Badminton, GL9 1DT	GR150882	Leasehold	Butcombe Brewery Limited
8.	The King's Head, Main Road, Hursley, Winchester, SO21 2JW	HP567363	Freehold	Butcombe Brewery Limited
		HP662707		
9.	The Lion Inn, 37 North Street, Winchcombe, Cheltenham, GL54 5PS	GR120645	Freehold	Butcombe Brewery Limited
10.	Museum Hotel, Farnham, Blandford Forum, DT11 8DE	DT274630	Freehold	Butcombe Brewery Limited
11.	The Old House, Effingham Road, Burstow, Horley RH10 3JB	SY80534	Freehold	Butcombe Brewery Limited

12.	The Sands End, 135-137 Stephendale Road, London, SW6 2PR	283855	Freehold	Butcombe Brewery Limited
		LN143170		
13.	The Trout Inn, Buckland Marsh, Faringdon, SN7 8RF	ON91924	Freehold	Butcombe Brewery Limited
14.	The Welldiggers Arms, Low Heath, Petworth, GU28 0HG	WSX357001	Freehold	Butcombe Brewery Limited
		WSX356978		
15.	The White Horse, Chilgrove, Chichester PO18 9HX	WSX225775	Freehold	Butcombe Brewery Limited
		WSX311854		
		WSX309249		

Part 2 - Unregistered Land

(Freehold or leasehold property in England and Wales title to which is not registered at the Land Registry of which the Chargor is the owner)

[None.]

EXECUTION PAGE

THE CHARGOR

Executed as a deed by
BUTCOMBE BREWERY LIMITED
 acting by:
Simon Hope

Jonathan Lawson
and


DocuSigned by:
[Redacted]
CADEBA4B41BA436.....
Director

DocuSigned by:
[Redacted Signature]
6A58F53CDB9E4DD...

THE SECURITY TRUSTEE

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By:

DocuSigned by:

2735862D5E034C4...

Simon Lazarus