

To: Stonegate Pub Company Bidco Limited (the **Company**)

Attention: The Directors

17 July 2019

Dear Sirs,

Project Safari – Second Lien Engagement Letter

You have advised Barclays Bank PLC (**Barclays**), Goldman Sachs International (**Goldman**) and Nomura International plc (**Nomura** and, together with Barclays and Goldman, the **Managers**) that the Company, a wholly owned subsidiary of Stonegate Pub Company Bidco Holdings Limited (the **Parent**), which is an indirect wholly owned subsidiary of Stonegate Pub Company Limited (**Stonegate**), proposes to make a bid to acquire (the **Acquisition**) (either directly or indirectly) all of the issued share capital of the target company, Ei Group plc (**Target** and, together with the subsidiaries of Target, the **Target Group**), by means of a Scheme or Offer (as defined in the Second Lien Facilities Agreement, which is defined below).

We understand that the total cash proceeds required to fund the Acquisition and pay related fees and expenses (the **Transactions**) will be financed in part by (A) borrowings by the Borrower of up to £400 million under a second lien bridge facility (the **Second Lien Facility**) pursuant to the second lien bridge facilities agreement dated on or about the date of this Engagement Letter between, amongst others, the Parent, as the parent, Stonegate Pub Company Financing 2019 PLC (the **Issuer**), as the borrower and the Managers (or their affiliates) as arrangers (the **Second Lien Facilities Agreement**), which is expected to be refinanced with a Rule 144A/Regulation S or other private placement by the Issuer, a public limited liability company incorporated under the laws of England and Wales with its registered office at Porter Tun House, 500 Capability Green, Luton, United Kingdom, LU1 3LS, and an indirect wholly owned subsidiary of Stonegate, of second lien notes (the **Second Lien Notes**) denominated in pound sterling consistent with the terms of the Existing Notes with adjustments as necessary to reflect the covenants and other provisions contained in Schedule 12 (*Covenants and Certain Definitions*), Schedule 13 (*Information Undertakings*) and Schedule 15 (*Events of Default*) of the Second Lien Facilities Agreement, or (B) the issuance of Second Lien Notes in one or more offerings under Rule 144A/Regulation S or other private placement, reducing the amount of funds that would otherwise be drawn under the Second Lien Facility, which issuance may be funded into escrow prior to the Acquisition Completion Date, or (C) any combination of (A) and/or (B). As used herein, **Existing Notes** shall mean Stonegate Pub Company Financing plc's (SPCF) 4.875% senior secured notes due 2022 and its floating rate senior secured notes due 2022 issued, from time to time, pursuant to the indenture dated 16 March 2017 between SPCF, as the issuer, Stonegate and other parties thereto (the **Precedent Indenture**).

This Engagement Letter confirms the terms on which you have engaged the Managers in connection with the Permanent Financing (as defined below). The addressee of this Engagement Letter is referred to herein as **you** or **your**, as appropriate. Unless otherwise specified herein, capitalized terms used herein without definitions have the meanings assigned to them in the Second Lien Facilities Agreement. This is the Engagement Letter referred to in the Second Lien Facilities Agreement.

1. Engagement

You hereby engage the Managers:

- (a) to act as underwriters of, initial purchasers of, and/or book-runners of any (A) Second Lien Notes offering and (B) other debt securities offering in lieu of the Second Lien Notes offering, in one or more

tranches, by the Issuer or you or any of your or the Parent's direct or indirect subsidiaries, affiliates or any special purpose or orphan companies formed by or at the direction of you or any of your affiliates in each case for the purposes of offering such debt securities (collectively, the **Engagement Parties**) during the term of the engagement to finance a portion of the Transactions or to refinance (in whole or in part) the Second Lien Facility (any such offering being an **Offering**) (the securities issued pursuant to an Offering, the **Permanent Securities**); and

- (b) to act as underwriters of, advisors of and/or book-runners, placement agents and arrangers, and/or syndication, facility and administrative agents for the Engagement Parties in connection with any bank loan (including any institutional term loan) or other debt financing not covered by clause (a) above during the term of the engagement where the purpose of such financing is to finance the Transactions or to refinance (in whole or in part) the Second Lien Facility (such financing, a **Bank Financing**, and together with any Permanent Securities, a **Permanent Financing**).

Notwithstanding anything to the contrary herein, the following financings shall not constitute a Permanent Financing: (i) the making of any Initial Loans or Extended Loans under the Second Lien Facilities Agreement or the issuance of any Exchange Notes under the Second Lien Facility; (ii) the making of any Initial Loans or Extended Loans under the Senior Bridge Facilities Agreement or the issuance of any Exchange Notes under the Senior Bridge Facilities Agreement; (iii) the making of any term loans under Senior Secured Term Loan Facilities Agreement; (iv) any shareholder funding provided by any holding company of Stonegate, TDR Capital LLP or funds managed by TDR Capital LLP or its affiliates or any other investors who have made or will make an equity contribution, directly or indirectly, to Stonegate or any of its subsidiaries; (v) the making of any PIK loans by any holding company of Stonegate or TDR Capital LLP or funds managed by TDR Capital LLP or any of their respective affiliates and (vi) any offering of debt by the Target Group (other than a debt securities offering by the Target Group in lieu of the Second Lien Notes offering or the Senior Notes offering).

The Managers reserve the right not to participate in any Permanent Financing. Each Manager's participation in any Permanent Financing would be set out in an underwriting, placement agent or purchase agreement, as applicable, to be entered into with such Managers, which will contain terms and conditions consistent with the purchase agreement entered into between Stonegate and Barclays, among others, in connection with the purchase and sale of the Second Lien Notes (the **Purchase Agreement**). The Company reserves the right to accept or not to accept at its discretion the terms of any Permanent Financing, without prejudice to any obligations it may have pursuant to any securities demand provisions separately agreed in relation to the Second Lien Facility. It is further understood and agreed that the Managers shall not have any obligation hereunder to act as an underwriter, initial purchaser, arranger, agent or book runner with respect to any securities unless and until such time as each Manager has executed and delivered an underwriting, placement agent or purchase agreement setting forth its obligations, and you acknowledge and agree that the Managers' engagement hereunder is not an agreement by any Manager or any of its affiliates to underwrite, place or purchase any Permanent Financing.

2. Commissions and Expenses

- (a) You agree, and agree to cause another of the Engagement Parties to agree, to pay (or procure there is paid) to the Managers an aggregate total fee equal to 1.75% of the aggregate principal amount of any Permanent Financing (the **Underwriting Commission**); *provided* that, in the event of a Direct Placement (as defined in the Second Lien Fee Letter (as defined herein)), the Underwriting Commission shall be reduced to 1.00% of the aggregate Total Commitments cancelled as a result of the Direct Placement.

The compensation referred to above shall be payable upon the closing of any Permanent Financing and shall either be deducted from the proceeds from any Permanent Financing or paid concurrently with the funding of any Permanent Financing; *provided*, that if the proceeds of a Permanent Financing are funded into escrow, any compensation referred to in the foregoing paragraph shall be deposited into

the applicable escrow account in accordance with the terms and conditions set forth in the relevant escrow agreement and such compensation shall become due and payable to the Managers solely upon completion of the Acquisition.

- (b) In connection with any Permanent Financing, whether or not consummated, you shall cause the applicable issuer to pay for, and to the extent incurred by any of the Managers, to reimburse such Manager for, all printing, preparation and distribution costs relating to any offering or marketing materials, filing fees, listing fees and expenses, customary “blue sky” fees and expenses, accounting fees and expenses, the fees and expenses of the issuer’s counsel and the issuer’s and Target’s accountants, the fees and expenses of any administrative agent, listing agent, stock exchange, trustee and paying agent and security agent, all reasonable and documented roadshow expenses and fees and expenses (including all fees and expenses of a “qualified independent underwriter”, if required) relating to filings and clearances with any rating agencies. You shall also cause the applicable issuer to pay reasonable and documented expenses of the Managers (including the Manager’s legal counsel) in connection with an Offering, whether or not consummated, in an amount to be agreed and subject to caps (if any).
- (c) The Managers will have the exclusive right (but not the obligation) to act as sole and exclusive physical bookrunners for the Offering during the term of this agreement.
- (d) Notwithstanding clause (c) above, in consultation with the Managers, you shall be permitted, within 20 Business Days of the date of this Engagement Letter, to appoint up to three (3) additional underwriters, initial purchasers, book-runners or arrangers (each, an **Additional Manager**); *provided* that, unless otherwise agreed by you and the Managers originally party to this letter, the underwriting commitments of all Additional Managers, taken together, shall not exceed 20% of the aggregate principal amount of the Permanent Financing and the Underwriting Commission; *provided, further*, that each Additional Manager that participates in the Permanent Financing shall participate in the Senior Facilities Agreement, the Second Lien Bridge Facilities Agreement, the Senior Term Facilities Agreement and the Revolving Facilities Agreement in the same (and in the case of the Revolving Facilities Agreement, in at least the same) proportion as its participation in the Permanent Financing. If any Additional Arrangers are appointed, the Underwriting Commission shall be allocated to them in proportion to, and commensurate with, their economic participation in the Permanent Financing. The Additional Managers shall have the title of joint bookrunner or co-manager and shall appear on the cover of any offering memorandum, information memorandum or other marketing materials on a line below that of Barclays, Goldman and Nomura.
- (e) In connection with any Permanent Financing and adjusted for the Underwriting Commission payable to Additional Arrangers pursuant to Clause 2(d) if any Additional Arrangers are appointed, it is hereby agreed that Barclays shall be entitled to receive 33-1/3% of the fees payable in connection with each Permanent Financing, Goldman shall be entitled to receive 33-1/3% of the fees payable in connection with each Permanent Financing and Nomura shall be entitled to receive 33-1/3% of the fees payable in connection with each Permanent Financing. You agree that no other titles or roles will be awarded to any person and no compensation (other than that expressly contemplated by this letter) will be paid to any other person in connection with any Permanent Financing unless you and we shall so agree.

3. Cooperation

- (a) You agree, and agree to cause the other Engagement Parties to agree, that you will (and you will procure that the other Engagement Parties will) promptly commence the preparation of a Rule 144A and/or Regulation S offering memorandum or other private placement memorandum relating to an offering of the Second Lien Notes. You further agree, and agree to cause the other Engagement Parties to agree, to (with respect to an offering of the Second Lien Notes):

- (i) use commercially reasonable efforts to prepare and deliver to the Managers as soon as reasonably practicable (and, in any event, no later than 25 days after the Acquisition Completion Date) a complete and final draft of a preliminary offering memorandum or offering memoranda suitable for a distribution of the Second Lien Notes in a form customary for Rule 144A/Regulation S offerings in the European high yield debt markets and use on a road show (including relevant historical financial statements of Stonegate and the Target and pro forma financial statements that would be required in an offering memorandum suitable for a distribution of the Second Lien Notes in a form customary for Rule 144A/Regulation S offerings in the European high yield debt markets, and in the form that would be required for the Managers to receive customary “comfort” letters from the independent auditors of Stonegate and the Target issued pursuant to SAS72 with negative assurance comfort; *provided* that, should the required date for delivery of the offering memorandum described above be at a time when reviewed unaudited financial statements of Stonegate and the Target are not available but would be required in order for the issuance of negative assurance comfort at the anticipated pricing date, such interim financial statements shall be made available as soon as practicable for inclusion in the offering memorandum); and
- (ii) use commercially reasonable efforts to prepare materials as soon as reasonably practicable (and, in any event, no later than 25 days after the Acquisition Completion Date) for presentations as reasonably requested by the Managers to the appropriate rating agencies with a view to obtaining ratings for the Second Lien Notes and the corporate rating for Stonegate, if necessary; and
- (iii) prior to the Acquisition Completion Date, to the extent reasonably necessary and subject to applicable law and regulations (including the UK Takeover Code or any guidance or practice statements issued by the UK Takeover Panel in connection therewith), use commercially reasonable efforts to cause senior management and financial and accounting and legal officers of the Target (and the Target’s auditors) to participate in customary meetings, including due diligence meetings, reasonably requested by the Managers, to furnish access to customary due diligence documents and to (in the case of the Target’s auditors) prepare and deliver SAS 72 comfort letters;
- (iv) upon agreement of the Purchase Agreement upon mutually agreed terms, deliver an executed copy of the Purchase Agreement to the Managers; and
- (v) use commercially reasonable efforts to, as soon as reasonably practicable (and, in any event, no later than 25 days after the Acquisition Completion Date), deliver complete and final draft legal opinions (including standard 10b-5 disclosure letters), SAS72 standard comfort letters (without any limitation on auditor liability) to be provided on the pricing and closing dates of any issuance and officers’ certificates, in each case, in form and substance consistent with the legal opinions, comfort letters and officers’ certificates delivered in connection with the issuance of the Existing Notes;
- (vi) in the event that the proceeds of an offering (and any additional funds necessary to cover required payments from the escrow) are to be deposited into an escrow account to be held to pay, in part, the Acquisition consideration or returned to investors, establish such an escrow account and all associated arrangements and appointments related thereto; and
- (vii) use commercially reasonable efforts to, following issuance of the Second Lien Notes, list them on the regulated or unregulated market of The International Stock Exchange or such other securities exchange, in each case, as the issuer of the relevant Second Lien Notes and the Managers may mutually determine.

- (b) Each Manager agrees to use all non-public information provided to it by or on behalf of you or any other Engagement Party hereunder solely for the purpose of providing the services which are the subject of this Engagement Letter and to treat all such information confidentially; *provided* that nothing herein shall prevent any Manager from disclosing any such information (i) contained in an offering memorandum or any roadshow presentations to bona fide purchasers or prospective purchasers of the securities or bona fide lenders or prospective lenders in connection with any Permanent Financing, (ii) to any rating agency following consultation with and approval by you, (iii) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding (*provided* that, to the extent permitted by law, such Manager shall inform you promptly of such disclosure and shall request of any such court or administrative agency that such court or administrative agency treat any information so provided as confidential), (iv) upon the request or demand of any regulatory authority having jurisdiction over us or any of our affiliates (provided that, to the extent permitted by law, regulation or regulatory guidance such Manager shall inform you promptly of such disclosure pursuant to this clause (iv) and shall request of any such regulatory authority that such regulatory authority treat any information so provided as confidential), (v) to the extent that such information was or becomes publicly available other than by reason of disclosure by us in violation of this agreement or was or becomes available to us or our affiliates from a source which is not known by us to be subject to a confidentiality obligation to you or any other Engagement Party, (vi) for the purposes of establishing a “due diligence” defense in connection with an Offering or (vii) to our affiliates and our and their respective directors, officers, employees, legal counsel, independent auditors and other professional advisers who need to know such information in connection with the Permanent Financing or any other services provided by us or our affiliates to you or the other Engagement Parties and their affiliates, but only to the extent such affiliates, directors, officers, employees, legal counsel, independent auditors and other professional advisers are required to keep such information confidential on terms equivalent or more stringent than this Clause 3. This undertaking by each Manager shall automatically terminate upon the one-year anniversary of the termination of such Manager’s engagement hereunder.
- (c) Any final arrangements, proposals or advice rendered by a Manager pursuant to this Engagement Letter may not be disclosed in any manner without the relevant Manager’s prior written approval and shall be treated as confidential. In addition, you agree, and agree to cause each other Engagement Party to agree, that no public announcement or communication relating to the subject matter of this Engagement Letter which contains any reference to a Manager shall be issued or released without the relevant Manager’s prior written consent. Notwithstanding the foregoing, nothing herein shall prevent the Engagement Parties from disclosing such information in a manner consistent with the exceptions set forth in clauses (iii) through (vii) in the immediately preceding paragraph, substituting the Engagement Parties for the relevant Manager therein, as applicable, or as part of generic disclosure regarding fees and expenses in connection with any syndication of the Second Lien Facility or prospectus or offering memorandum related to the Second Lien Notes (or any debt securities issued in lieu of the Second Lien Notes).

4. Information and Disclosure

During the term of this Engagement Letter, the Engagement Parties agree to provide promptly to the Managers all material information with respect to each of the Engagement Parties, their respective subsidiaries and the transactions contemplated hereby which is in their possession, including all financial information and projections (the **Projections**), as the Managers reasonably deem necessary in connection with any Permanent Financing, including information to be included in a prospectus, private placement memorandum, offering memorandum or other disclosure document. You represent, warrant and covenant, and agree to cause each other Engagement Party to represent, warrant and covenant, to the Managers that, to the best of your knowledge:

- (a) all information prepared by any of the Engagement Parties (other than the Projections) that has been or will be made available to the Managers by the Engagement Parties, their respective subsidiaries or any of their respective representatives, advisors or affiliates (the **Information**) in connection with the transactions contemplated hereunder (supplemented as contemplated herein), taken as a whole,

complete and correct in all material respects and does not taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which such statements were or are made, not misleading taken as a whole; and

- (b) all Projections that have been or will be made available to the Managers by the Engagement Parties or any of their representatives have been or will be prepared in good faith based upon reasonable assumptions.

You agree, and agree to cause each other Engagement Party to agree, to the extent reasonably necessary to supplement the Information and the Projections from time to time and to advise the Managers during the period of the engagement of any developments materially affecting the Engagement Parties or their respective subsidiaries or the material accuracy of the Information and Projections previously furnished to the Managers or prospective purchasers of securities pursuant to the transactions contemplated hereby which would render (a) or (b) of the previous paragraph incorrect. You acknowledge, and agree to cause each other Engagement Party to acknowledge, that the Managers may, subject to the terms of this Engagement Letter, share with any of its respective affiliates any Information related to the Engagement Parties or their affiliates (including information relating to creditworthiness) or the financing of the Second Lien Facility.

5. Tombstone Advertisements

Upon consummating any Permanent Financing, any Manager or any of its affiliates or subsidiaries may place customary “tombstone” advertisements in publications of the Manager’s choice at its own expense with your prior approval (such approval not to be unreasonably withheld or delayed). In the event that any Engagement Party desires to make any announcement or public statement regarding any Permanent Financing, the form and content of the announcement shall be agreed between such Engagement Party and the relevant Managers (each acting reasonably) prior to publication and no announcements in connection with the Permanent Financing shall be made without prior consultation with the relevant Managers. You further agree, and further agree to cause each other Engagement Party to agree, to name the Managers in their roles as provided for in Clause 1 hereof with respect to any Permanent Financing in any announcements, circulars or communications regarding such Permanent Financing in the manner and place in which it is customary or required for managers to be so named.

6. Indemnity

In consideration of the engagement hereunder, you shall indemnify and hold harmless the Indemnified Persons (as defined in Annex A hereto) to the extent set forth in Annex A hereto, which provisions are incorporated by reference herein and constitute a part hereof. The terms and provisions of Annex A shall survive any termination or expiration of this Engagement Letter. Notwithstanding any other provision of this Engagement Letter to the contrary, neither you nor any Indemnified Person shall be liable for any indirect, special, punitive or consequential damages incurred in connection with the Transactions or the other transactions contemplated by this Engagement Letter; provided that nothing in this sentence shall be deemed to (i) relieve you of any obligation you may otherwise have under Annex A hereto to indemnify an Indemnified Person (as defined in Annex A) for any such damages asserted by an unaffiliated third party or (ii) relieve any Manager of any liability it may otherwise have hereunder to you for any such damages which you become legally obligated to pay to an unaffiliated third party.

7. Termination and Survival

- (a) A Manager’s engagement hereunder may be terminated by it at any time prior to the launch of the Permanent Financing upon written notice to the Company.

- (b) This Engagement Letter shall automatically terminate on the earliest of (i) in the event that the Second Lien Facility is not funded (in whole or in part) and the Acquisition is not consummated during such period, the one year anniversary of the date hereof, (ii) the date on which all amounts under the Second Lien Facilities Agreement are repaid in full and each relevant Manager has been paid any fees and other amounts due and payable hereunder and pursuant to the bridge fee letter signed on the date hereof in relation to the Second Lien Facilities Agreement (the **Second Lien Fee Letter**), (iii) in the event the Acquisition is consummated without the funding of the Second Lien Facility, the date on which the Acquisition is consummated, and each relevant Manager has been paid any fees and other amounts due hereunder and under the Second Lien Fee Letter, (iv) the payment of an Alternate Transaction Fee (as such term is defined in Clause 4 of the Second Lien Fee Letter), and each relevant Manager has been paid any fees and other amounts due hereunder and under the Second Lien Fee Letter, (v) the Initial Maturity Date occurs (unless you notify us that you wish to extend the term of this Engagement Letter) and the Rollover Fee (as such term is defined in the Second Lien Fee Letter) has been paid by you and (vi) if a Demand Failure Event occurs in respect of the Second Lien Facility, and the Rollover Fee has been paid by you.
- (c) This Clause and Clauses 2(b), 3(b), 3(c), 5, 6, 9, 10, 11 and Annex A of this Engagement Letter shall survive any termination of this Engagement Letter.

8. Certain Engagement Terms

You acknowledge, and agree to cause each other Engagement Party to acknowledge, that each Manager has been retained solely to provide the services set forth in this Engagement Letter. In rendering such services, each Manager shall act as an independent contractor, and any duties of the Managers arising out of their engagement hereunder shall be owed solely to you. In addition, you agree, and agree to cause each other Engagement Party to agree, that each Manager may perform the services contemplated hereby in conjunction with its affiliates, that any affiliate of such Manager performing services hereunder shall be entitled to the benefits and be subject to the terms of this Engagement Letter, and that any references in this Engagement Letter to that Manager shall be deemed to include any such affiliate where the context so requires or permits, in each case, provided that such Manager shall remain liable for the due performance by its affiliates of those services.

You acknowledge and agree that: (a) the Managers have been retained solely to act as a manager in connection with the Permanent Financing and that no fiduciary, advisory or agency relationship between you and any Manager has been created in respect of any of the transactions contemplated by the Permanent Financing or the Managers' engagement hereunder, regardless of whether any such Manager has advised or is advising you on other matters; (b) the price or pricing of the Permanent Financing will be established by you following discussions and arms-length negotiations with the Managers and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by the Permanent Financing and the Managers' engagement hereunder; and (c) you have been advised that the Managers and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from yours and that the Managers have no obligation to disclose such interests and transactions to you.

Please note that: (a) you must rely on the expertise of your specialist legal, accounting and tax advisers in relation to legal, regulatory, accounting or taxation matters, (b) you will remain solely responsible for the commercial assumptions on which any valuation advice provided by the Managers is based, for the underlying business decision to effect the Permanent Financing and for the verification of the accuracy and completeness of any public documents issued by or on your behalf in connection with the Permanent Financing, (c) the Managers will not be responsible for the advice or services provided by any of your advisers or contractors and (d) you waive, to the fullest extent permitted by law, any claims you may have based on any actual or potential conflicts of interest that may arise or result from any Manager's engagement by you hereunder or any claims you may have against any Manager for breach of fiduciary duty or alleged breach of fiduciary duty and agree that the Managers shall have no liability (whether direct or indirect) to you in respect of such a fiduciary duty

claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

You acknowledge, and agree to cause each other Engagement Party to acknowledge, that each Manager is a securities firm engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory services. In the ordinary course of business, each Manager and its affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of the Engagement Parties, their affiliates or other entities that may be involved in the transactions contemplated in this Engagement Letter. In particular, each Manager or its affiliates may deal in investments as principal or agent for more than one party or may make recommendations to buy or sell a designated investment in which it or any of its affiliate may have a long or short position or in which one of its or an affiliate's customers has given instructions to buy or sell. Each Manager recognizes its responsibility for compliance with all applicable securities laws in connection with such activities and any Permanent Financing.

You acknowledge and agree, and agree to cause each other Engagement Party to acknowledge and agree, so as to override expressly any duty, obligation or restriction which would otherwise be implied by law or any regulatory authority, that each Manager and its affiliates may from time to time perform various investment banking, commercial banking, financial advisory and fiduciary services for other clients and customers who may have conflicting interests with respect to you, the other Engagement Parties and their affiliates or any Permanent Financing.

You acknowledge, and agree to cause each other Engagement Party to acknowledge, that each Manager and its affiliates may in its discretion erect "Chinese Walls" to restrict the passage of information within its organization, and you further acknowledge, and agree to cause each other Engagement Party to further acknowledge that, whether due to the existence of such Chinese Walls or by virtue of duties or policies relating to confidentiality, each Manager may be prohibited from disclosing information to the Engagement Parties regarding conflicted engagements.

You acknowledge, and agree to cause each other Engagement Party to acknowledge, that the Managers are not an advisor as to legal, tax, accounting, actuarial, capital treatment or regulatory matters in any jurisdiction. Each of the Engagement Parties (including you) shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and no Manager shall not have any responsibility or liability to the Engagement Parties with respect thereto.

The obligations of the Managers under this Engagement Letter shall be several and not joint.

9. Payments, Taxes and Other Deductions

Save where a specific date for payment is provided for in this Engagement Letter, any amount payable to a Manager hereunder shall be paid within 10 Business Days of written demand by that Manager. You agree, and agree to cause the other Engagement Parties to agree, that all amounts payable under this Engagement Letter shall be paid in pound sterling, or in the case of any Permanent Financing in euros, euros, free and clear of, and without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties, charges or other deductions or withholdings of whatever nature levied in any jurisdiction from or through which payment is made or where the payor is located unless such deduction or withholding is required by applicable law, in which event, you will pay additional amounts so that each Manager receives the amount that it would otherwise have received but for such deduction or withholding. You agree to indemnify each Manager for the full amount of any of such withholding taxes, levies, imposts, duties, charges or other deductions or withholdings paid by it and any liability (including penalties, interest, and expenses) arising therefrom or with respect thereto, whether or not such taxes, levies, imposts, duties charges or other deductions or withholdings

were correctly or legally asserted. For the avoidance of doubt this paragraph shall not require reimbursement, grossing up or indemnification of income taxes of the recipient of the relevant fee or payment.

Without limiting the foregoing, all amounts stated as payable to any Manager under this Engagement Letter are stated exclusive of value added tax or any similar taxes (**VAT**) and all amounts charged by any Manager, or for which any Manager is to be reimbursed, will be invoiced and payable together with VAT, where appropriate.

In respect of any judgment or order given or made for any amount due hereunder that is expressed and paid in a currency (the **Judgment Currency**) other than the currency in which such loss or damage is denominated or in which your obligation is denominated, as the case may be (the **Obligation Currency**), you will indemnify the Managers against any loss incurred by the Managers, as applicable, as a result of any variation as between (i) the rate of exchange at which the Obligation Currency is converted into the Judgment Currency for the purpose of such judgment or order and (ii) the rate of exchange at which the relevant Manager is able to purchase the Obligation Currency with the amount of the Judgment Currency actually received by that Manager. The foregoing indemnity will constitute your separate and independent obligation and will continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term **rate of exchange** will include any premiums and costs of exchange payable in connection with the purchase of or conversion into the Obligation Currency.

10. Governing Law and Jurisdiction; Third Parties

This Engagement Letter and any non-contractual obligations arising in connection with it are governed by English law.

Each party agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with this Engagement Letter and accordingly submits to the exclusive jurisdiction of the English courts.

Each party further agrees to waive any objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Engagement Letter and any non-contractual obligation arising out of or in connection with it and agrees that a judgment or order of an English court in connection with this Engagement Letter and any non-contractual obligation arising out of or in connection with it is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

Except as otherwise expressly provided in this Engagement Letter, the terms of this Engagement Letter may be enforced or relied on only by a party to it or such party's successors or permitted assigns and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded. The parties to this Engagement Letter may, however, at any time, by agreement, rescind the agreement set out herein or amend its terms without the consent of any person who is not a party to this Engagement Letter.

11. Miscellaneous

This Engagement Letter contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. This Engagement Letter may not be amended or modified except by a written agreement executed by each of the parties hereto. Clause headings herein are for convenience only and are not a part of this Engagement Letter. This Engagement Letter may not be assigned by any party hereto without the prior written consent of the Managers. No party hereto shall be responsible or have any liability to any other party for any indirect, special or consequential damages arising out of or in connection with this Engagement Letter or the transactions contemplated hereby, even if advised of the possibility thereof.

As used in this Engagement Letter, the term **affiliate** means, with respect to a specified person, any other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person, and the term **control** (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the

direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

The Managers are regulated by the Financial Conduct Authority (the **FCA**) and regulated and authorized by the Prudential Regulation Authority. For the purposes of the FCA rules, the Managers regard a potential offering as corporate finance business with a “professional client” within the meaning of the FCA Handbook of Rules and Guidance; accordingly, the Managers will treat you for the purposes of the engagement hereunder as a professional client and only those rules relating to such business will apply.

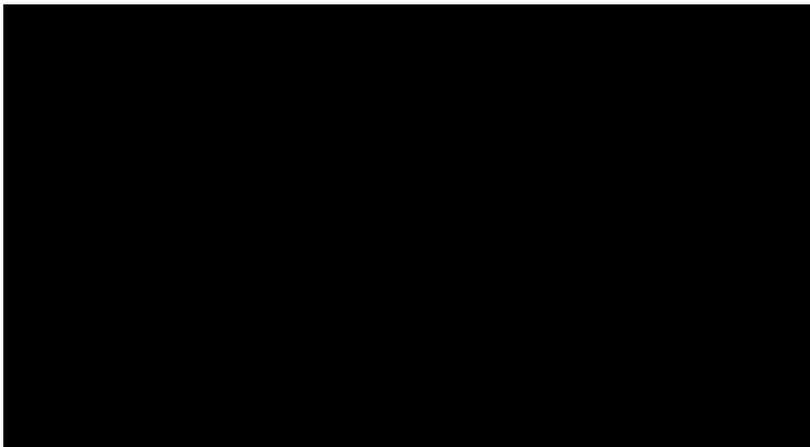
This Engagement Letter may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Engagement Letter by facsimile transmission or electronic transmission will be effective as delivery of a manually executed counterpart hereof.

(Signature page follows)

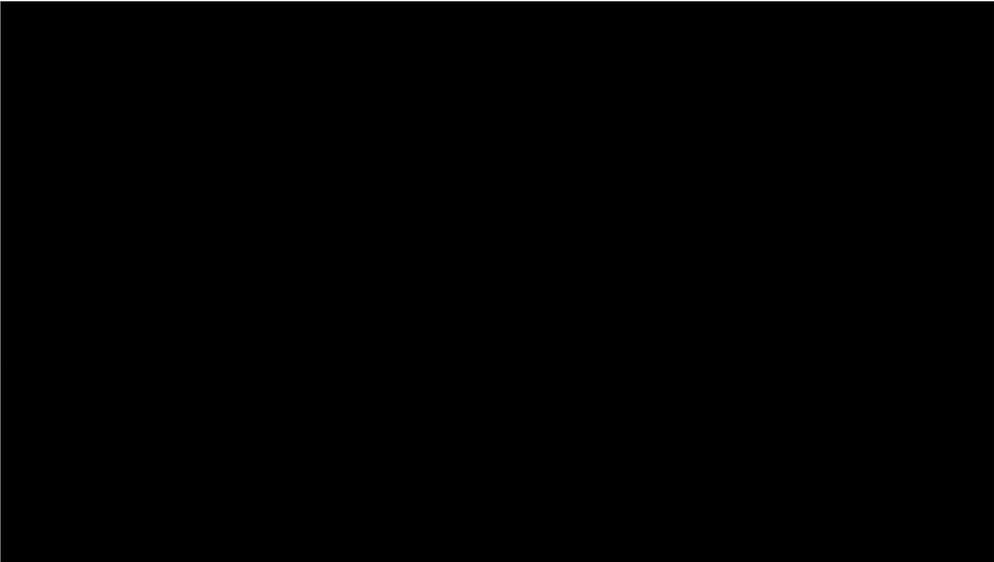
If the foregoing correctly sets out our understanding, please indicate your acceptance of the terms hereof by executing this Engagement Letter, together with the enclosed duplicate original, in the place indicated and returning one of these originals for our files, whereupon this Engagement Letter shall become a binding agreement between us.

Very truly yours,

BARCLAYS BANK PLC



GOLDMAN SACHS INTERNATIONAL



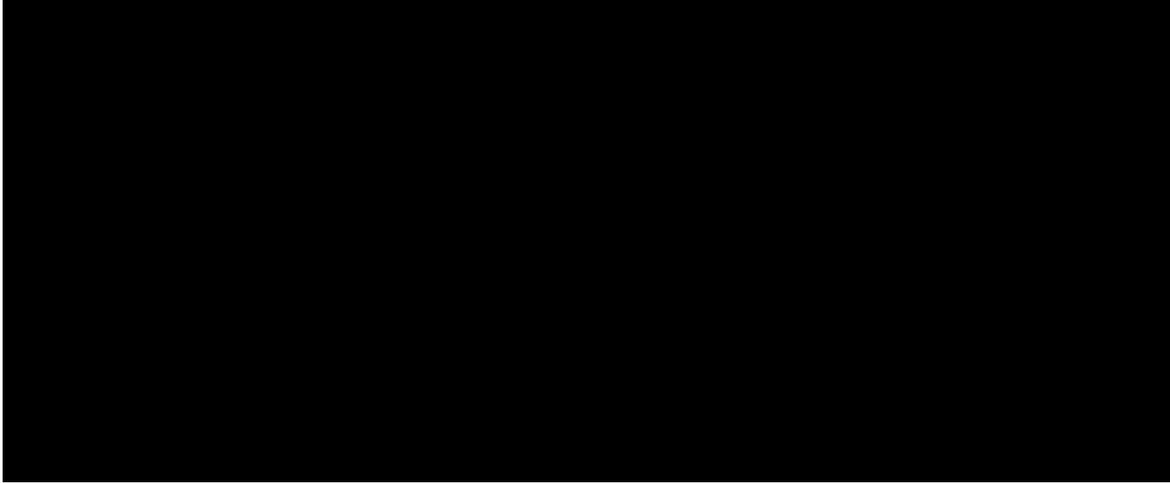
NOMURA INTERNATIONAL PLC



Accepted and agreed to as
of the date first above written:

For and on behalf of

STONEGATE PUB COMPANY BIDCO LIMITED



ANNEX A

The Company agrees to indemnify and hold harmless the Managers, their respective affiliates and their respective officers, directors, employees, agents and controlling persons (each an “**Indemnified Person**”) from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with the transactions contemplated by the letter agreement to which this Annex A is attached (the “**Agreement**”), or any claim, litigation, investigation or proceedings relating to the foregoing (“**Proceedings**”) regardless of whether any of such Indemnified Persons is a party thereto, and to reimburse such Indemnified Persons for any legal or other expenses as they are incurred by an Indemnified Person in connection with investigating, responding to or defending any of the foregoing; **provided** that the foregoing indemnification will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or expenses to the extent that they are finally judicially determined to have resulted from the gross negligence, fraud or willful misconduct of such Indemnified Person. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the Agreement, any transactions contemplated thereby or any Manager’s role or services in connection therewith, except to the extent that any liability for losses, claims, demands, damages, liabilities or expenses incurred by the Company are finally judicially determined to have resulted from the gross negligence, fraud or willful misconduct of such Indemnified Person.

If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and such Indemnified Person on the other hand but also the relative fault of the Company and such Indemnified Person, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Company on the one hand and all Indemnified Persons on the other hand shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Company pursuant to any Permanent Financing (whether or not consummated) bears to (ii) the fee paid or proposed to be paid to the Managers in connection with such Permanent Financing. The indemnity, reimbursement and contribution obligations of the Company under these paragraphs shall be in addition to any liability which the Company may otherwise have to an Indemnified Person and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and any Indemnified Person.

Promptly after receipt by an Indemnified Person of notice of the commencement of any Proceedings, such Indemnified Person will, if a claim is to be made hereunder against the Company in respect thereof, notify the Company in writing of the commencement thereof; **provided** that (i) the omission so to notify the Company will not relieve it from any liability which it may have hereunder except to the extent it has been materially prejudiced by such failure and (ii) the omission so to notify the Company will not relieve it from any liability which it may have to an Indemnified Person otherwise than on account of this indemnity agreement. In case any such Proceedings are brought against any Indemnified Person and it notifies the Company of the commencement thereof, the Company will be entitled to participate therein and, to the extent that it may elect by written notice delivered to the Indemnified Person, to assume the defense thereof with counsel reasonably satisfactory to such Indemnified Person; **provided** that if the defendants in any such Proceedings include both the Indemnified Person and the Company and the Indemnified Person shall have concluded that there may be legal defenses available to it which are different from or additional to those available to the Company, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Indemnified Person. Upon receipt of notice from the Company to such Indemnified Person of its election so to assume the defense of such Proceedings and approval by the Indemnified Person of counsel (which approval shall not be unreasonably withheld or delayed), the Company will not be liable to such Indemnified Person for expenses incurred by the Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Indemnified Person shall have employed separate counsel in connection with the assertion of legal defenses in

accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Company shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel), approved by the Managers, representing the Indemnified Persons who are parties to such Proceedings), (ii) the Company shall not have employed counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person within a reasonable time after notice of commencement of the Proceedings, (iii) the Company has authorized in writing the employment of counsel for the Indemnified Person (it being understood, however, that the Company shall not be liable for the expenses of more than the counsel for the Indemnified Person authorized in writing by the Company) or (iv) the named parties in any such Proceeding (including any impleaded parties) include both the Company and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them (it being understood, however, that the Company shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel). You agree to co-operate with any Indemnified Party; to give and, so far as you are able, to procure the giving of, all such information; to render all such assistance to such Indemnified Party as such Indemnified Party may reasonably request in connection with any such Proceedings; and not to take any action which might reasonably be expected to prejudice the position of such Indemnified Party or its affiliates in relation to any Proceedings without the consent of such Indemnified Party.

The Company shall not be liable for any settlement of any Proceedings effected without its written consent (which consent shall not be unreasonably withheld), but if settled with its written consent or if there be a final judgment for the plaintiff in any such Proceedings, the Company agrees to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the provisions of this Annex A. Notwithstanding the immediately preceding sentence, if at any time an Indemnified Person shall have requested the Company to reimburse such Indemnified Person for fees and expenses of counsel as contemplated by this Annex A, the Company shall be liable for any settlement of any Proceedings effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Company of such requests and (ii) the Company shall not have reimbursed such Indemnified Person in accordance with such request prior to the date of such settlement; provided, however, that the Company shall not be liable for any settlement to the extent it is contesting in good faith its obligation to reimburse such Indemnified Person for such fees and expenses of counsel. The Company shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld or delayed), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (x) includes an unconditional release of such Indemnified Person in form and substance satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

The parties hereto expect to enter into an underwriting, placement agent or purchase agreement in relation to the Permanent Financing and that such agreement will contain indemnification provisions for the benefit of the Indemnified Persons, which will supersede the indemnification provisions of this Annex A if and to the extent that any loss, claim, damage, liability or expense relating to a Proceeding is indemnifiable pursuant to the indemnification provisions under such agreement.

Capitalized terms used but not defined in this Annex A have the meanings assigned to such terms in the Agreement.