



Registration of a Charge

Company name: **GREENE KING PLC**

Company number: **00024511**



X802VB54

Received for Electronic Filing: **26/02/2019**

Details of Charge

Date of creation: **22/02/2019**

Charge code: **0002 4511 0013**

Persons entitled: **HSBC TRUSTEE (C.I.) LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

LINKLATERS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 24511

Charge code: 0002 4511 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2019 and created by GREENE KING PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th February 2019 .

Given at Companies House, Cardiff on 27th February 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated 7 March 2005

(as amended and restated on 8 May 2006, 30 June 2008, 26 May 2016 and 22 February 2019)

GREENE KING PLC
(“Greene King”)

GREENE KING FINANCE PLC
(the “Issuer”)

GREENE KING FINANCE PARENT LIMITED
(the “Issuer Parent”)

HSBC TRUSTEE (C.I.) LIMITED
(as “GK Security Trustee”)

GREENE KING RETAILING LIMITED
GREENE KING RETAILING PARENT LIMITED
GREENE KING FINANCE PARENT LIMITED
(as “GK Secured Parties”)

GREENE KING BREWING AND RETAILING LIMITED
(as “Cash Manager”)

GK SECURITY DEED

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

Linklaters LLP
25.2.19

Ref: L-250041

Linklaters LLP

Table of Contents

Clause	Page
1 Interpretation	2
2 Construction	3
3 Covenant to Pay	3
4 Mortgage and charge	4
5 Continuing and primary security.....	5
6 Continuance of Security, Declaration of Trust, Collection of Debts and Related Matters.....	6
7 Representation, Warranties and Undertakings	7
8 Dividends and voting	11
9 Power of attorney, etc.	12
10 Enforcement	13
11 Financial Transactions by the GK Security Trustee	15
12 Receiver	15
13 Protection of Third Parties	18
14 Protection of GK Security Trustee and Receiver	18
15 Expenses and Indemnity	19
16 Application of Proceeds and further security.....	21
17 Other security etc.....	22
18 Avoidance of Payments.....	22
19 Execution of Documents	23
20 Provisions Supplemental To the Trustee Act 1925 and the Trustee Act 2000 in favour of the GK Security Trustee	23
21 Supplemental Provisions Regarding the GK Security Trustee	28
22 Remuneration of the GK Security Trustee.....	28
23 Appointment of new GK Security Trustee and removal of GK Security Trustee.....	29
24 Retirement of GK Security Trustee	30
25 Notices and Demands.....	30

26	Deemed Receipt	32
27	Further provisions	32
28	Trustee Act 2000.....	34
29	Governing law and Jurisdiction.....	34
	Schedule 1 Form of Power of Attorney	1

This Deed is made on 7 March 2005 (as amended and restated on 8 May 2006, 30 June 2008, 26 May 2016 and 22 February 2019) **between:**

- (1) **GREENE KING PLC**, a public company with limited liability incorporated under the laws of England and Wales with company number 00024511 and whose registered office is at Westgate Brewery, Bury St. Edmunds, Suffolk IP33 1QT ("**Greene King**");
- (2) **GREENE KING FINANCE PLC**, a public company with limited liability incorporated under the laws of England with company number 05333192 and whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX, as issuer of the Notes (the "**Issuer**");
- (3) **HSBC TRUSTEE (C.I.) LIMITED**, in its capacity as security trustee for the GK Secured Parties, whose registered office is at HSBC House, Esplanade, St. Helier, Jersey JE1 1GT, Channel Islands, or such other entity or entities appointed as security trustee for the GK Secured Parties from time to time, subject to and in accordance with the terms of this Deed (the "**GK Security Trustee**");
- (4) **GREENE KING RETAILING LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 05265451 and whose registered office is at Westgate Brewery, Bury St. Edmunds, Suffolk IP33 1QT (the "**Initial Borrower**");
- (5) **GREENE KING RETAILING PARENT LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 05265454 and whose registered office is at Westgate Brewery, Bury St. Edmunds, Suffolk IP33 1QT (the "**Securitisation Group Parent**" and, together with the Initial Borrower, the "**Tax Indemnified Group**");
- (6) **GREENE KING FINANCE PARENT LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 05320993 and whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX (the "**Issuer Parent**"); and
- (7) **GREENE KING BREWING AND RETAILING LIMITED**, a private company incorporated in England and Wales with limited liability (company number 03298903) whose registered office is at Westgate Brewery, Bury St. Edmunds, Suffolk IP33 1QT (in its capacity as "**Cash Manager**" under the Account Bank and Cash Management Agreement).

Whereas:

- (A) By the Initial Borrower Subordinated Loan Agreement (as amended and restated on the Second Closing Date, 14 October 2009, the Third Closing Date and as further amended and restated on or about the Fourth Closing Date), Greene King advanced to the Initial Borrower on the First Closing Date a subordinated loan in an initial aggregate principal amount of £215,239,719, on the Second Closing Date a second subordinated loan in an aggregate principal amount of £221,695,450, a third subordinated loan in an aggregate principal amount of £20,632,647.89 and on the Fourth Closing Date, a fourth subordinated loan in an aggregate principal amount of £112,006,139.04, subject in each case to the terms thereof.
- (B) Greene King has agreed to provide certain undertakings and indemnities pursuant to the terms of the Tax Deed of Covenant and has agreed in certain circumstances to provide cash collateral in respect of its potential obligations in respect of certain of such undertakings and indemnities.

- (C) Greene King has agreed to provide the GK Security Trustee with the benefit of the first ranking security described in this Deed to hold on trust on behalf of the GK Secured Parties to secure certain of its obligations and covenants under the Tax Deed of Covenant and this Deed (described below as the Secured Tax Deed Obligations), upon and subject to the terms hereof.

Now this Deed witnesses as follows:

1 Interpretation

- 1.1** Capitalised terms in this Deed (including the Recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein, bear the meanings ascribed to them in the master definitions and construction schedule signed by Freshfields Bruckhaus Deringer and Linklaters LLP for the purposes of identification on the First Closing Date (as amended and restated on 8 May 2006, 30 June 2008, 26 May 2016, 22 December 2017 and 22 February 2019 and as the same may be further amended, varied or supplemented from time to time with the consent of the parties to this Deed) (the **"Master Definitions and Construction Schedule"**) and this Deed shall be construed in accordance with the principles of construction set out therein.

- 1.2** In addition, in this Deed, except where the context otherwise requires:

"Covenantors" has the meaning given to it in the Tax Deed of Covenant;

"Degrouping Tax Liabilities" has the meaning given to it in the Tax Deed of Covenant;

"Degrouping Liabilities Discharge Date" means the earlier of (i) the date on which all of the Borrower Secured Liabilities and Issuer Secured Liabilities have been irrevocably and unconditionally satisfied in full and (ii) the date on which all Degrouping Tax Liabilities in respect of Initial Transfers, the Second Transfers, the Third Transfers, the Fourth Transfers, the Fifth Transfers and any Tap Transfers have each either:

- (a) ceased to be contingent liabilities without becoming actual liabilities; or
- (b) become actual liabilities and all obligations of the Covenantors under clause 7 of the Tax Deed of Covenant in relation to such Degrouping Tax Liabilities have been unconditionally and irrevocably discharged,

in both cases as certified by a director of Greene King and confirmed (in a form satisfactory to the GK Security Trustee) by a nationally recognised tax and accountancy firm acting as tax advisers or by such other tax accountants or tax lawyers as are approved by the GK Security Trustee (such approval not to be unreasonably withheld or delayed);

"GK Secured Parties" means the Issuer, the Issuer Parent, the GK Security Trustee and each member of the Tax Indemnified Group;

"Initial Transfers" has the meaning given to it in the Tax Deed of Covenant;

"Second Transfers" has the meaning given to it in the Tax Deed of Covenant;

"Third Transfers" has the meaning given to it in the Tax Deed of Covenant;

"Fourth Transfers" has the meaning given to it in the Tax Deed of Covenant;

"Fifth Transfers" has the meaning given to it in the Tax Deed of Covenant;

"Secured Tax Deed Obligations" means the aggregate of all obligations, monies and liabilities which Greene King covenants and undertakes in Clause 3 to pay or discharge and all claims, demands and damages for breach of any such covenant, and references to the Secured Tax Deed Obligations include references to any of them;

"Security Shares" means the Securitisation Group Parent Shares and all and any other shares, securities, rights, moneys and property for the time being mortgaged or charged to the GK Security Trustee pursuant to Clause 4; and

"Tap Transfers" has the meaning given to it in the Tax Deed of Covenant.

2 Construction

2.1 For the purposes of this Deed, **"full title guarantee"** shall be construed so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 (the **"LP (MP) Act"**) in the charges contained in or created pursuant to this Deed are construed with the omission of:

- (a) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1)(b) LP (MP) Act; and
- (b) section 6(2) LP (MP) Act.

2.2 This is the GK Security Deed referred to in the Master Definitions and Construction Schedule.

3 Covenant to Pay

Greene King covenants with and undertakes to the GK Security Trustee for itself and on trust for the GK Secured Parties that it will:

- (a) duly and punctually pay or discharge all moneys and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due, owing or payable by it to the GK Security Trustee (whether for its own account or as trustee for the GK Secured Parties) or any of the other GK Secured Parties (and whether solely or jointly with one or more persons and whether as principal or surety) actually or contingently, under or in respect of clause 7 of the Tax Deed of Covenant insofar as it relates to the obligations and liabilities of the Covenantors in relation to Degrouping Tax Liabilities in respect of the Initial Transfers, the Second Transfers, the Third Transfers, the Fourth Transfers, the Fifth Transfers any Tap Transfers and/or under or in respect of this Deed; and
- (b) observe, perform and satisfy all other obligations and liabilities under this Deed and under clause 7 of the Tax Deed of Covenant insofar as it relates to the obligations and liabilities of the Covenantors in relation to Degrouping Tax Liabilities in respect of the Initial Transfers, the Second Transfers, the Third Transfers, the Fourth Transfers, the Fifth Transfers and any Tap Transfers and procure that any other Covenantor (including any Acceding Party as defined in clause 3.9 of the Tax Deed of Covenant) also observes, performs and satisfies such obligations and liabilities under clause 7 of the Tax Deed of Covenant.

4 Mortgage and charge

Security Shares

4.1 In consideration of each GK Secured Party entering into the Relevant Documents to which it is a party, Greene King, with full title guarantee, hereby charges, subject to Clause 5.5, by way of first equitable mortgage to the GK Security Trustee on trust for the GK Secured Parties as a continuing security for the discharge of the Secured Tax Deed Obligations all of its right, title, interest and benefit, present and future, in, to and under:

- (a) the Securitisation Group Parent Shares;
- (b) any other securities which Greene King may, with the prior written consent of the GK Security Trustee, from time to time substitute for all or any of the Security Shares;
- (c) the following in connection with the Securitisation Group Parent Shares or the other securities referred to in Clause 4.1(b) above:
 - (i) all dividends (including any credits, rebates or refunds in respect of any taxes, duties, imposts or charges imposed upon the same at any time and from time to time, interest or other distribution (whether in cash, in specie or of a capital or income nature)) paid or payable after the First Closing Date on or in respect of all or any of the Security Shares;
 - (ii) all stocks, shares, securities, rights, benefits, monies or property accruing or offered at any time (whether by way of redemption, bonus, preference, option rights or otherwise) to or in connection with the Security Shares or the other securities referred to in Clause 4.1 (b) above or in substitution or exchange for or otherwise derived from all or any of the Security Shares or the other securities referred to in Clause 4.1 (b) above; and
- (d) all dividends, interest or other income in respect of any such asset as is referred to in Clause 4.1(c)(ii) above.

Contractual rights

4.2 Greene King, as security for the payment or discharge of the Secured Tax Deed Obligations, subject to Clause 5.7, hereby assigns by way of first ranking security to the GK Security Trustee on trust for the GK Secured Parties all of its right, title, benefit and interest, present and future in, to and under the Initial Borrower Subordinated Loan Agreement, including all rights to receive payment of any amounts which may become payable to Greene King thereunder and all payments received by Greene King thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof.

Acknowledgement

4.3 The Initial Borrower hereby acknowledges the assignment of Greene King's interest, right and benefit in, to and under the Initial Borrower Subordinated Loan made pursuant to Clause 4.2.

4.4 If:

- (a) Greene King breaches any covenant or undertaking to duly and punctually pay or discharge its liabilities under the Tax Deed of Covenant provided that in any case where such breach is capable of remedy, such breach is not remedied within a period of two Business Days of its due date for payment or discharge; or
- (b) the Tax Deed of Covenant or this Deed or the security intended to be constituted by this Deed is repudiated by Greene King, or the Tax Deed of Covenant or this Deed is or ceases to be in full force of effect, or the validity or applicability thereof to any sums due or to become due thereunder is disaffirmed or disclaimed by or on behalf of Greene King,

the GK Security Trustee may at any time thereafter by delivery of a written notice to Greene King to that effect (a "**Greene King Enforcement Notice**") declare that this Deed and the security created hereunder shall have become enforceable.

4.5 Each of the GK Secured Parties (other than the GK Security Trustee) acknowledges and agrees that the GK Security Trustee shall not be responsible for monitoring the compliance of Greene King with its obligations under this Deed and the Tax Deed of Covenant and the GK Security Trustee will be entitled to assume, unless it is otherwise notified in writing, that that none of the events described in Clause 4.4 has occurred.

4.6 Greene King hereby undertakes that, as soon as practicable upon becoming aware of the occurrence of any of matters described in Clauses 4.4(a) and 4.4(b), it shall notify the GK Security Trustee of the same.

5 Continuing and primary security

Continuing security

5.1 This Deed shall be a continuing security, and shall be in addition to and shall not affect any continuing liens or other Security Interests to which the GK Security Trustee is or will be entitled on such of the certificates or other documents of title to the Security Shares as may have been or may be deposited with or to the order of the GK Security Trustee which liens and other Security Interests shall remain in force independently of this Deed.

Perfection of Security over the Securitisation Group Parent Shares

5.2 The original share certificates evidencing title to the Securitisation Group Parent Shares together with undated stock transfer forms executed by Greene King in respect of the Securitisation Group Parent Shares shall be deposited on the date hereof and charged by way of first fixed equitable mortgage to the GK Security Trustee to be held by it on trust for the GK Secured Parties.

Perfection of Security over other Security Shares

5.3 The original share certificates evidencing title to any Security Shares (other than the Securitisation Group Parent Shares) together with undated stock transfer forms executed by Greene King or its nominee in respect thereof shall be deposited on the date of acquisition of such shares and the charge taking effect in respect thereof and shall be charged by way of first equitable mortgage to the GK Security Trustee to be held by it on trust for the GK Secured Parties.

Deposit of share certificates

- 5.4** The GK Security Trustee undertakes that it will not seek to transfer any shares represented by those certificates pursuant to those transfers in accordance with Clauses 5.2 or 5.3 unless the security under this Deed becomes enforceable pursuant to Clause 10.

Unconditional release

- 5.5** On the Degrouping Liabilities Discharge Date the GK Security Trustee, at the request and cost of Greene King, shall, subject to Clauses 5.7 and 18, release, reassign or discharge (as appropriate) the GK Charged Property to, or to the order of, Greene King and Greene King shall thereafter have no obligations, (actual or contingent, present or future, joint or several) under or in connection with this Deed.
- 5.6** Upon any release, reassignment or discharge made in accordance with Clause 5.5, the GK Security Trustee shall at the request and cost of Greene King execute such documents which may be required to release, discharge, reassign and retransfer (subject to the provisions of Clause 5.7) all its then right, title and interest in and to such of the GK Charged Property then held by the GK Security Trustee to Greene King and take all such further action that Greene King may reasonably require in connection with such release, discharge and/or reassignment.

Insolvency claw-back

- 5.7** Where any release or discharge (whether in respect of the obligations of Greene King or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise, the liability of Greene King under Clause 3 shall continue as if the release or discharge or arrangement had not occurred and the GK Charged Property shall to the greatest extent possible be restored.

6 Continuance of Security, Declaration of Trust, Collection of Debts and Related Matters

- 6.1** Subject to the terms and conditions contained in the Tax Deed of Covenant and Clause 5.5, the mortgages, charges and assignments contained in or granted pursuant to this Deed:
- (a) shall be without prejudice and in addition to any other security whatsoever which may be held by the GK Secured Parties or the GK Security Trustee on behalf of the GK Secured Parties, from Greene King or any other person for or in respect of the whole or part of the Secured Tax Deed Obligations; and
 - (b) shall, subject to Clause 5.5 remain in force as continuing security for the GK Secured Parties notwithstanding any settlement of account or the existence at any time of a credit balance on any current or other account or any other act, event or matter whatsoever.
- 6.2** Greene King hereby acknowledges the assignments, charges and other security interests made or granted by the foregoing provisions of this Deed and undertakes to the GK Security Trustee (save as permitted herein or in any other Transaction Document) not to do anything inconsistent with the security given under or pursuant to this Deed or to prejudice the security granted to the GK Security Trustee pursuant to this Deed or the GK Charged Property or the GK Security Trustee's interest therein.

- 6.3** In consideration of the GK Secured Parties entering into the relevant Transaction Documents, Greene King declares the GK Security Trustee, and the GK Security Trustee hereby declares itself, trustee of all the covenants, warranties, representations, undertakings, mortgages, charges, assignments and other Security Interests made or given or to be made or given under or pursuant to this Deed for the GK Secured Parties, upon and subject to the terms and conditions of this Deed.

7 Representation, Warranties and Undertakings

Representation and warranties

- 7.1** Greene King represents and warrants that on the First Closing Date, on the Second Closing Date, on the Third Closing Date, on the Fourth Closing Date, on the Fifth Closing Date and (other than in respect of sub-clause (e) below) on each day upon which any Security Shares (other than the Securitisation Group Parent Shares) become comprised in the GK Charged Property:

- (a) **Status:** it is a corporation duly incorporated, validly existing and registered under the laws of England, capable of being sued in its own right and not subject to any immunity from any proceedings and has the power to own its property and assets and to carry on its business and operations as they are being conducted;
- (b) **Due Authorisation:** it has the power to enter into, perform and discharge its obligations hereunder and has taken all necessary corporate and other action to authorise the execution, delivery and performance or admissibility in evidence by it of this Deed;
- (c) **No limitations on powers:** no limit on its powers will be exceeded as a result of the granting of security or other transactions contemplated by this Deed and subject to the Reservations this Deed constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms and it has done, fulfilled and performed all acts, conditions and things in order to make this Deed admissible in evidence in England;
- (d) **No obligation or conflict:** the execution by it of this Deed and the exercise by it of its rights and the performance of its obligations hereunder including, without limitation, the giving of guarantees and granting of security, or any other transactions contemplated hereby will not:
 - (i) result in the existence or imposition of nor oblige it to create any Security Interest (other than any Permitted Security Interest) in favour of any person over all or any of its present or future revenues or assets;
 - (ii) conflict with any agreement, mortgage, security, charge, bond or other instrument to which it is a party or which is binding upon it or any of its assets;
 - (iii) conflict with its constitutive documents and rules and regulations; or
 - (iv) conflict with any existing applicable law, regulation or official or judicial order binding on it in its jurisdiction of incorporation;
- (e) **Ownership of GK Charged Property:** it is the sole legal and beneficial owner of all the GK Charged Property free of all Security Interests, trusts, equities and claims whatsoever (save under this Deed and other than (i) liens arising solely

under statute or by operation of law and in the ordinary course of Greene King's business and (ii) in respect of that part of the GK Charged Property comprising dividends or other distributions paid in respect of the Security Shares and payments received by Greene King under the Initial Borrower Subordinated Loan only, rights of set-off, bankers liens or the like arising by operation of law or by contract by virtue of the provision of clearing or other bank facilities or committed overdraft) and that all the Securitisation Group Parent Shares are fully paid up;

- (f) **Ownership of Security Shares (other than the Securitisation Group Parent Shares):** it is or will be at the time at which the relevant Security Shares (other than the Securitisation Group Parent Shares) become the subject of this Deed the sole legal and beneficial owner of all the Security Shares (other than the Securitisation Group Parent Shares) free from all Security Interests, trusts, equities and claims whatsoever (save under this Deed and other than (i) liens arising solely under statute or by operation of law and in the ordinary course of Greene King's business and (ii) in respect of that part of the GK Charged Property comprising dividends or other distributions paid in respect of the Security Shares and payments received by Greene King under the Initial Borrower Subordinated Loan only, rights of set-off, bankers liens or the like arising by operation of law or by contract by virtue of the provision of clearing or other bank facilities or committed overdrafts) and that all the Security Shares are or will at such date be fully paid-up;
- (g) **Securitisation Group Parent Shares registered in name of Greene King:** the Securitisation Group Parent Shares are all currently registered in the name of Greene King and represent, and will continue to represent together with any Security Shares, the entire issued share capital of the Securitisation Group Parent;
- (h) **No Consents:** save for registration of this Deed with the Registrar of Companies in accordance with the provisions of the Companies Act 1985 or the Companies Act 2006 (as applicable) and subject to the Reservations, no authorisation, approval, consent, licence, exemption, registration, recording, filing or notarisation and no payment of any duty or tax and no other action whatsoever is necessary to ensure the validity, legality or enforceability of the liabilities and obligations of Greene King or the rights of the GK Security Trustee under this Deed;
- (i) **Prior Ranking Security:** there is and will be no option, right to acquire, mortgage, charge, pledge, lien or other form of security or encumbrance or equity on, over or affecting the assets of Greene King which would rank in priority to or *pari passu* with the security for its obligations under this Deed or the other Transaction Documents to which it is party, other than a Permitted Security Interest;
- (j) **Centre of Main Interests:** its "centre of main interests" (as that expression is used in Article 3(1) of the EU Insolvency Regulation and in the Cross-Border Insolvency Regulations 2006 (the "**Cross-Border Regulations**")) is in Great Britain; and
- (k) **Establishment in the United Kingdom:** it does not have an "establishment" (as that expression is used in Article 2(10) of the EU Insolvency Regulation and in the Cross-Border Regulations) in any other jurisdiction other than in Great Britain.

Undertakings

7.2 Greene King undertakes that, prior to the Degrouping Liabilities Discharge Date, it shall:

- (a) Perfection of title to Security Shares: forthwith sign, seal, deliver and complete all transfers, renunciations, proxies, mandates, assignments, assignations, deeds and documents and do all acts and things which the GK Security Trustee may, in its absolute discretion but without prejudice to any restriction or undertaking on the part of the GK Security Trustee herein at any time and from time to time specify:
 - (i) for enabling or assisting it to perfect or improve its title to and security over the Security Shares;
 - (ii) to vest the Security Shares in it or its nominee or nominees including without limitation, registering or procuring the registration of the GK Security Trustee as its nominee or any other nominee as the holder of the Security Shares, in the register of members of the relevant company;
 - (iii) following delivery of a Greene King Enforcement Notice, to exercise (or enable its nominee or nominees to exercise) any rights or powers attaching to the Security Shares; and
 - (iv) following delivery of a Greene King Enforcement Notice, to sell or dispose of the Security Shares;
- (b) Indemnity in respect of Security Shares: indemnify the GK Security Trustee on demand from and against all losses, actions, claims and liabilities which the GK Security Trustee may incur (other than which may arise from its gross negligence, wilful default or fraud) as a result of the interest of the GK Security Trustee or its nominee in the Security Shares;
- (c) No registration of ownership of Security Shares: without the prior written consent of the GK Security Trustee not permit any person (other than the GK Security Trustee and itself) to be registered as or become the holder of the Security Shares;
- (d) Payment of amounts due in respect of Security Shares: promptly pay all calls, instalments and other payments which may be made or become due in respect of the Security Shares and in the event of default by Greene King, the GK Security Trustee may do so on behalf of Greene King and Clause 15 shall apply accordingly;
- (e) No Security Interest: not (without the written consent of the GK Security Trustee):
 - (i) create or permit to exist over all or part of the GK Charged Property (or any interest therein) any Security Interest (save for Security Interests created under this Deed and other than (i) liens arising solely under statute or by operation of law and in the ordinary course of Greene King's business and (ii) in respect of that part of the GK Charged Property comprising dividends or other distributions paid in respect of the Security Shares and payments received by Greene King under the Initial Borrower Subordinated Loan only, rights of set-off, bankers liens or the like arising by operation of law or by contract by virtue of the provision to Greene King of clearing or other bank facilities or committed overdrafts) whether ranking prior to, *pari passu* with or behind the security created by this Deed; or
 - (ii) sell, transfer, lend, part with any interest in or otherwise dispose of or deal with or grant any option present or future right to acquire any of the Security Shares or any interest therein or attempt or agree to so dispose;

- (f) Provision of Information: forward to the GK Security Trustee any and all notices, reports, accounts, circulars and other documents relating to the Security Shares or which are sent to the holders of the Security Shares as soon as they are received save to the extent that, if Greene King's shares are listed on an internationally recognised stock exchange, to do so would breach any applicable regulation of such stock exchange;
- (g) Rights attaching to Security Shares: take such action as the GK Security Trustee may in its absolute discretion direct, in respect of any proposed compromise, arrangement, capital reorganisation, conversion, exchange, repayment or take-over offer affecting or in respect of the Security Shares or any of them or any proposal made for varying or abrogating any rights attaching to the Security Shares or any of them;
- (h) Validity of Security: not permit the validity, effectiveness or priority of the security created hereby to be postponed, amended, terminated or discharged save in accordance with the terms hereof;
- (i) No Establishment outside the United Kingdom: not maintain an "establishment" (as that expression is used in Article 2(10) of the EU Insolvency Regulation and in the Cross-Border Regulations) in any jurisdiction other than in Great Britain; and
- (j) Maintenance of Registered Office etc.: maintain (i) its registered office and (ii) its "centre of main interests" (as that expression is used in Article 3(1) of the EU Insolvency Regulation and in the Cross-Border Regulations) in Great Britain.

No third party contracts

- 7.3** Each of Greene King and the Securitisation Group Parent represents and warrants that on or before the Fifth Closing Date they have not entered into any shareholders agreement or other third party contract in relation to any of the Securitisation Group Parent Shares (other than this Deed and the other Transaction Documents) and that the rights and powers attaching to the Securitisation Group Parent Shares are wholly governed by the Securitisation Group Parent's memorandum and articles of association.

Trustee Acts

- 7.4** For the avoidance of doubt, this Deed shall not impose any obligation on the GK Security Trustee to perform any of the obligations of the GK Secured Parties under this Deed, and such parties shall remain liable to perform such obligations.
- 7.5** The rights and powers attached to the Security Shares shall, for the purposes of Clause 8.2(b), include (without limitation) all powers given to trustees by the Trustee Act 1925 (as amended) and the Trustee Act 2000 in respect of securities subject to a trust and shall be exercisable without any need for any further consent or authority of Greene King.

Registrar of Companies

- 7.6** Greene King undertakes to the GK Security Trustee to file or procure the filing with the Registrar of Companies pursuant to section 859A of the Companies Act 2006 of a duly completed Form MR01, together with a certified copy of this Deed and the appropriate fee as soon as is reasonably practicable and within the prescribed time limits following the date of creation of the Security Interests under the same.

PSC Regime

- 7.7** Greene King (i) represents and warrants that it complied and (ii) undertakes that it shall comply, in each case with its obligations under Part 21A or, and Schedules 1A and 1B to, the Companies Act 2006 and the Register of People with Significant Control Regulations 2016.

8 Dividends and voting

Until delivery of a Greene King Enforcement Notice

- 8.1** Until the delivery of a Greene King Enforcement Notice shall have occurred:

- (a) all and any dividends, other distributions and proceeds arising in respect of the Security Shares or any of them shall belong and, on request, be released and paid to Greene King provided that each of Greene King and the Securitisation Group Parent hereby agree and undertake that no such dividends, other distributions and proceeds may be paid by the Securitisation Group Parent without the prior written consent of the GK Security Trustee; and
- (b) subject to Clauses 7.2(g) and 8.1(c), Greene King shall be entitled to exercise all voting and other rights and powers attached to the Security Shares; and
- (c) Greene King undertakes to the GK Security Trustee not to vote on or to approve any shareholder resolution (written or otherwise) proposed to be put to or which is put to it in its capacity as shareholder, which may, in any way whatsoever, jeopardise or prejudice or be inconsistent with the terms of the Security Interests created under or pursuant to this Deed; and
- (d) all amounts and proceeds arising in respect of the Initial Borrower Subordinated Loan Agreement received by Greene King shall belong to Greene King unless specified otherwise in the Transaction Documents,

and for the purposes of any consent to be given or any release to be made by the GK Security Trustee in respect of Clause 8.1(a) only, the GK Security Trustee hereby appoints the Cash Manager as its agent to give such consent or make such release until such time as the GK Security Trustee shall notify each of the Cash Manager, the Securitisation Group Parent and Greene King to the contrary in writing. Each of the GK Secured Parties acknowledge such appointment and further acknowledge and agree that the GK Security Trustee shall not be liable for any loss or damage occasioned by any GK Secured Party as a result of any consent given or release made on its behalf by the Cash Manager or otherwise as a result of its appointment of the Cash Manager as its agent under this Clause 8.1.

After delivery of a Greene King Enforcement Notice

- 8.2** After the delivery of a Greene King Enforcement Notice shall have occurred:

- (a) all and any dividends, other distributions and proceeds arising in respect of the Security Shares or any of them (notwithstanding that they may have accrued in respect of an earlier period) shall:
 - (i) if received by Greene King (or any nominee of Greene King) be held on trust and forthwith paid and transferred to the GK Security Trustee; and
 - (ii) when and if received by the GK Security Trustee (or its nominee) shall form part of the Security Shares and be held by the GK Security Trustee on trust

for the GK Secured Parties on the terms of this Deed as additional security (and, if cash, be paid into a cash collateral deposit account and may be applied by the GK Security Trustee at any time and from time to time thereafter in or towards the discharge of the Secured Tax Deed Obligations as the GK Security Trustee thinks fit);

- (b) the GK Security Trustee may from time to time exercise (and may from time to time direct the exercise of) all voting and other rights and powers (by statute or otherwise) attached to or conferred on the Security Shares in such manner as the GK Security Trustee (in its absolute discretion) thinks fit and Greene King shall comply with any such directions of the GK Security Trustee; and
- (c) Greene King shall (and shall procure that any nominee of Greene King shall) forthwith agree to accept short notice for and to attend all or any meetings or class meetings of the holders of the Security Shares, to appoint proxies and exercise all voting and other rights and powers which may at any time be exercisable by the holders of the Security Shares as the GK Security Trustee may from time to time direct; and
- (d) any and all amounts and proceeds arising in respect of the Initial Borrower Subordinated Loan Agreement (notwithstanding that they may have accrued in respect of an earlier period) shall:
 - (i) if received by Greene King (or any nominee of Greene King) be held on trust and forthwith paid and transferred to the GK Security Trustee; and
 - (ii) when and if received by the GK Security Trustee (or its nominee) shall form part of the GK Charged Property and be held by the GK Security Trustee on trust for the GK Secured Parties on the terms of this Deed as additional security (and, if cash, be paid into a cash collateral deposit account and may be applied by the GK Security Trustee at any time and from time to time thereafter in or towards the discharge of the Secured Tax Deed Obligations as the GK Security Trustee thinks fit).

9 Power of attorney, etc.

Execution of Power of Attorney

- 9.1** Immediately upon execution of this Deed, Greene King shall execute and deliver to the GK Security Trustee a power of attorney substantially in the form set out in Schedule 1. For the avoidance of doubt, the GK Security Trustee confirms that it may only exercise the powers conferred under such power of attorney in the circumstances set out in clause 1 of the power of attorney.

GK Charged Property on Trust

- 9.2** To the extent permitted to do so under the Transaction Documents, for the purpose of giving effect to this Deed, Greene King hereby declares that, after service of a Greene King Enforcement Notice, it will hold all of its GK Charged Property to which it is entitled (in each case, subject to the right of redemption) upon trust to convey, assign or otherwise deal with such GK Charged Property in such manner and to such person as the GK Security Trustee shall direct, and declares that it shall be lawful for the GK Security Trustee to appoint a new trustee or trustees of the GK Charged Property in place of Greene King.

10 Enforcement

Power to Delegate

10.1 The GK Security Trustee may, in the execution of all or any of the trusts, powers, authorities and discretions vested in it by this Deed, act by responsible officers or a responsible officer for the time being of the GK Security Trustee. The GK Security Trustee may also, whenever it thinks expedient in the interests of the GK Secured Parties, whether by power of attorney or otherwise, delegate to, or appoint as agent, any person or persons all or any of the trusts, rights, powers, duties, authorities and discretions (including the power to delegate) vested in it by this Deed. Any such delegation or appointment may be made upon such terms and conditions and subject to such regulations as the GK Security Trustee may think fit in the interests of the GK Secured Parties or any of them and, provided that the GK Security Trustee shall not be bound to supervise the proceedings of, or be responsible for any loss incurred by any misconduct or default on the part of, such delegate or agent. The GK Trustee shall give prompt notice to Greene King of the appointment of any delegate or agent as aforesaid.

Enforceable

10.2 The security created under this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (the "**1925 Act**"), as varied or amended by this Deed, shall be exercisable by the GK Security Trustee at any time following the delivery of a Greene King Enforcement Notice.

10.3 At any time after the service of a Greene King Enforcement Notice, the GK Security Trustee shall have the power, at its sole discretion and without the consent of the GK Secured Parties, to do each and all of the following things and must, if instructed by the Issuer Security Trustee (for so long as any Issuer Secured Liabilities are outstanding) and subject to the GK Security Trustee being indemnified to its satisfaction, do such of the following things in accordance with such instructions:

- (a) enforce the security constituted pursuant to this Deed in accordance with the terms of this Deed and release and/or otherwise liquidate the GK Charged Property and/or take possession of all or any part of the GK Charged Property; and
- (b) take such other action under or in connection with this Deed or the GK Charged Property in accordance with the terms of this Deed.

Amounts Due

10.4 The Secured Tax Deed Obligations shall become due for the purposes of section 101 of the 1925 Act and the statutory power of sale and of appointing a Receiver which are conferred on the GK Security Trustee under the 1925 Act (as varied or extended by this Deed) and all other powers shall be deemed to arise immediately after execution of this Deed but shall only become enforceable in accordance with Clause 10.2 above.

Power of sale

10.5 Section 103 of the 1925 Act shall not apply in relation to any of the charges contained in this Deed and the statutory power of sale (as extended by this Deed) and all other powers shall be exercisable at any time after service of a Greene King Enforcement Notice.

Law of Property Act 1925

10.6 The provisions of the 1925 Act relating to the power of sale and the other powers conferred by sections 101(1) and (2) are hereby extended in relation to Greene King (as if such extensions were contained herein) to authorise the GK Security Trustee at its absolute discretion at any time following service of a Greene King Enforcement Notice and subject to the GK Security Trustee being indemnified and/or secured to its satisfaction (in its absolute discretion) in relation to the exercise of such powers:

- (a) to make demand in the name of any GK Secured Party or in its own right for any moneys and in respect of the GK Charged Property;
- (b) to sell Greene King's title to or interest in the GK Charged Property, and to do so for any shares, debentures or other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodic payments, whether or not the agreement is secured by a Security Interest or a guarantee, or for such other consideration whatsoever as the GK Security Trustee may think fit, and also to grant any option to purchase, and to effect exchanges of, any of the GK Charged Property;
- (c) with a view to or in connection with the sale of any part of the GK Charged Property, to carry out any transaction, scheme or arrangement which the GK Security Trustee may, in its absolute discretion, consider appropriate; and
- (d) to do all or any of the things or exercise all or any of the powers which are mentioned or referred to in Clause 12.6 as if each of them was expressly conferred on the GK Security Trustee by this Deed and which may not be included in sub-clauses 10.6(a) to (c) above.

GK Security Trustee not liable

10.7 The GK Security Trustee shall not be liable in the absence of gross negligence, wilful default or fraud on their part or that of their officers, employees or agents, for any loss or damage occasioned by any sale or disposal of any part of the GK Charged Property (or interest therein) or arising out of the exercise of or failure to exercise any of their powers under this Deed or for any neglect or default to pay any instalment or accept any offer or notify Greene King of any such matter or for any other loss of any nature whatsoever in connection with the GK Charged Property.

Additional Powers

10.8 The GK Security Trustee shall have the power to insure against any liabilities or obligations arising:

- (a) as a result of the GK Security Trustee acting or failing to act in a certain way (other than which may arise from its gross negligence or wilful default except for any such insurance which the GK Security Trustee obtains on its own account and at its own expense);
- (b) as a result of any act or failure to act by any person or persons to whom the GK Security Trustee has delegated any of its trusts, rights, powers, duties, authorities or discretions, or appointed as its agent (other than which may arise from its gross negligence or wilful default except for any such insurance which the GK Security Trustee obtains on its own account and at its own expense);

- (c) in connection with the GK Charged Property; or
- (d) in connection with or arising from the enforcement of the security created by or pursuant to this Deed.

10.9 The GK Security Trustee shall not be under any obligation to insure in respect of the liabilities and/or obligations set out in Clause 10.8, but to the extent that it does so, Greene King shall quarterly and on written request pay all insurance premia and expenses which the GK Security Trustee may properly incur in relation to such insurance. If Greene King fails to reimburse the GK Security Trustee, the GK Security Trustee shall be entitled to be indemnified out of the GK Charged Property in respect thereof, and in the case of a Greene King Enforcement Notice having been served, the indemnification of all such insurance premiums and expenses shall be payable in priority to payments to the GK Secured Parties and otherwise in accordance with this Deed.

10.10 The GK Security Trustee shall have no responsibility whatsoever to any of the GK Secured Parties as regards any deficiency or additional payment, as the case may be, which might arise because the GK Security Trustee is subject to any tax in respect of the GK Charged Property or any part thereof or any income therefrom or any proceeds thereof.

11 Financial Transactions by the GK Security Trustee

None of the GK Security Trustee and any director, officer, employee or affiliate of any corporation which is appointed as a trustee under this Deed shall:

- (a) by reason of the GK Security Trustee's fiduciary position be in any way precluded from:
 - (i) making any commercial contract or entering into any commercial transaction with Greene King or any other party to this Deed, whether directly or through any subsidiary or associated company; or
 - (ii) from accepting the trusteeship of any other issue of securities by any of them; or
- (b) be liable to account to the GK Secured Parties or Greene King for any profit, fees, commissions, interest or discounts received in respect of any such contract or transaction, which may be retained for his or its own benefit.

12 Receiver

Appointment of Receiver

12.1 At any time following service of a Greene King Enforcement Notice, the GK Security Trustee shall (subject to it being indemnified and/or secured to its satisfaction) appoint, by writing or by deed, such person or persons (including an officer or officers of the GK Security Trustee) as the GK Security Trustee thinks fit, to be a Receiver of the GK Charged Property or any part thereof and, in the case of an appointment of more than one person, to act together or independently of the other or others.

12.2 Except as otherwise required by law, the GK Security Trustee may by writing or by deed (a) remove a Receiver whether or not appointing another in his place or another to act with an existing Receiver or (b) appoint another Receiver if the Receiver resigns. For the avoidance of doubt, no delay or waiver of the right to exercise the power to appoint a Receiver shall prejudice the future exercise of such power.

Extent of Appointment

- 12.3** The exclusion of any part of the GK Charged Property from the appointment of a Receiver shall not preclude the GK Security Trustee from subsequently extending his or their appointment (or that of the Receiver replacing him or them) to that part of the GK Charged Property or appointing another Receiver over any other part of the GK Charged Property.

Agent of Greene King

- 12.4** The Receiver shall be the agent of Greene King and Greene King alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, misconduct, negligence, default or bad faith and for liabilities incurred by him and in no circumstances whatsoever shall the GK Security Trustee be in any way responsible for or incur any liability in connection with the Receiver's contracts, engagements, acts, omissions, misconduct, negligence or default, and if a liquidator of Greene King shall be appointed, the Receiver shall act as principal and not as agent for the GK Security Trustee. Notwithstanding the generality of the foregoing, such Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations (if any) from time to time made and given in writing by the GK Security Trustee.

Remuneration

- 12.5** The remuneration of the Receiver shall be fixed by the GK Security Trustee and may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by Greene King or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) such remuneration shall be payable hereunder by Greene King alone. The amount of such remuneration shall be paid in accordance with the terms and conditions agreed from time to time between the Receiver, the GK Security Trustee and the GK Secured Parties.

Powers

- 12.6** In addition to any powers conferred on a Receiver by statute or common law, the Receiver of Greene King shall have the following powers:
- (a) to enter upon, take possession of, get in and collect the GK Charged Property (or such part thereof in respect of which he may be appointed) or any part thereof including income whether accrued before or after the date of his appointment;
 - (b) to sell, exchange, license, surrender, release, disclaim, abandon, return or otherwise dispose of or in any way whatsoever deal with the GK Charged Property or any interest in the GK Charged Property or any part thereof for such consideration (if any) and upon such terms (including by deferred payment or payment by instalments) as he may think fit and to concur in any such transaction;
 - (c) in connection with the exercise or the proposed exercise of any of his powers or in order to obtain payment of his remuneration (whether or not it is already payable), to borrow or raise money from any person, including the GK Security Trustee, without security or on the security of any of the GK Charged Property and generally in such manner and on such terms as he may think fit;
 - (d) to bring, enforce, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims, disputes and proceedings with or by any person who is or

claims to be a GK Secured Party or in relation in any way to the GK Charged Property or any part thereof;

- (e) to transfer all or any of the GK Charged Property and/or any of the liabilities of Greene King to any other company or body corporate, whether or not formed or acquired for the purpose and to form a subsidiary or subsidiaries of Greene King;
- (f) to redeem, discharge or compromise any Security Interest from time to time having priority to or ranking *pari passu* with the Security Interest created pursuant to this Deed;
- (g) to effect or maintain indemnity insurance and other insurance and obtain bonds and performance guarantees;
- (h) in connection with the exercise of any of his powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of Greene King or otherwise, as he may think fit, all documents, receipts, registrations, acts or things which he may consider appropriate;
- (i) to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the GK Charged Property or incidental to the ownership of or rights in or to any of the GK Charged Property and to complete or effect any transaction entered into by Greene King and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of Greene King relating to or affecting the GK Charged Property;
- (j) to exercise all powers as are described in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an "administrative receiver" as defined in that Act; and
- (k) generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the GK Charged Property which he may consider expedient as effectually as if he were solely and absolutely entitled to the GK Charged Property;
 - (i) to do all other acts and things which he may consider desirable or necessary for realising any GK Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
 - (ii) to exercise in relation to any GK Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of the same,

and may use the name of Greene King for any of the above purposes; and

- (l) to pay and discharge out of the profits and income of the relevant GK Charged Property and the moneys to be made by it in carrying on the business of Greene King the expenses incurred in the exercise of any of the powers conferred by this Clause 12.6 or otherwise in respect of such GK Charged Property and all outgoings which it shall think fit to pay.

12.7 The GK Security Trustee may pay over to the Receiver any moneys constituting part of the GK Charged Property and the GK Security Trustee may from time to time determine what

funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver.

13 Protection of Third Parties

Enquiry

- 13.1** No purchaser from, or other person dealing with, the GK Security Trustee or a Receiver shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether any of the Secured Tax Deed Obligations remains outstanding or has become payable, whether the Receiver is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters, and the protections contained in sections 104 to 107 of the 1925 Act shall apply to any person purchasing from or dealing with a Receiver or the GK Security Trustee.

Receipts

- 13.2** The receipt of the GK Security Trustee or the Receiver shall be an absolute and a conclusive discharge to a purchaser or such other person and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the GK Security Trustee or the Receiver.

Construction

- 13.3** In Clauses 13.1 and 13.2, "**purchaser**" includes any person acquiring any interest or right whatsoever in relation to, the GK Charged Property.

14 Protection of GK Security Trustee and Receiver

Liability

- 14.1** Neither the GK Security Trustee nor the Receiver shall be liable in the absence of gross negligence, wilful default or fraud on their part or that of their officers, employees or agents, in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or failure to exercise any of their respective powers.

Possession

- 14.2** Without prejudice to the generality of Clause 14.3, entry into possession of the GK Charged Property shall not render the GK Security Trustee or the Receiver of that company liable to account as mortgagee in possession, and if and whenever the GK Security Trustee or the Receiver enters into possession of the GK Charged Property, it shall be entitled at any time to go out of such possession.

Mortgagee in possession

- 14.3** Neither the GK Security Trustee nor any of the GK Secured Parties shall, by reason of any assignment or other security made under this Deed, be or be deemed to be a mortgagee in possession nor shall the GK Security Trustee be obliged to take or any of the GK Secured Parties take any action (other than, in the case of any GK Secured Party, with the GK Security Trustee's prior written consent) which would be likely to lead to any GK Secured Party or the GK Security Trustee becoming a mortgagee in possession in respect of any property referred to in this Deed. The GK Security Trustee, in its absolute discretion, may

at any time, serve a written notice on any GK Secured Parties requiring such GK Secured Party from the date such notice is served to obtain the GK Security Trustee's prior written consent before taking any action which would be likely to lead to any GK Secured Party or the GK Security Trustee becoming a mortgagee in possession in respect of any property referred to in this Deed.

Protection of GK Security Trustee and Receiver

14.4 The GK Security Trustee shall not nor shall any Receiver, attorney or agent of the GK Security Trustee by reason of taking possession of the GK Charged Property or any part thereof or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable to:

- (a) account to Greene King or any other person whatsoever for anything except actual receipts; or
- (b) any GK Secured Party or any person whatsoever for any loss or damage arising from realisation of the GK Charged Property or any part thereof or from any act, default or omission in relation to the GK Charged Property or any part thereof or from any exercise or non-exercise by it of any power, authority or discretion conferred upon it in relation to the GK Charged Property or any part thereof or otherwise,

unless such loss or damage shall be caused by its own wilful default, negligence or fraud.

15 Expenses and Indemnity

Expenses

15.1 Greene King covenants with and undertakes to the GK Security Trustee to reimburse or pay to the GK Security Trustee or the Receiver (on the basis of a full indemnity) the amount of all costs (including legal costs), charges and expenses (including insurance premiums) properly incurred or sustained by the GK Security Trustee or the Receiver (including, for the avoidance of doubt, any such costs, charges and expenses arising from any act or omission of, or proceedings involving, any third person) in connection with:

- (a) in circumstances where the GK Security Trustee believes the security constituted by or granted pursuant to this Deed to be enforceable, the exercise or the attempted exercise, or the consideration of the exercise by or on behalf of the GK Security Trustee or the Receiver of any of the powers of the GK Security Trustee or the Receiver, and the enforcement, preservation or attempted preservation of this Deed (or any of the charges contained in or granted pursuant to it) or any of the GK Charged Property or any other action taken by or on behalf of the GK Security Trustee or the Receiver with a view to or in connection with the recovery by the GK Security Trustee or the Receiver of the Secured Tax Deed Obligations from Greene King or any other person; or
- (b) the carrying out of any other act or matter which the GK Security Trustee or the Receiver may reasonably consider to be necessary for the preservation, improvement or benefit of the GK Charged Property and which Greene King is required to do pursuant to any of the Transaction Documents to which it is a party but which it has not done.

Indemnity

- 15.2** Greene King agrees to indemnify the GK Security Trustee and the Receiver on an after-tax basis, from and against all losses, actions, claims, costs (including legal costs on a full indemnity basis), expenses (including insurance premiums), demands and liabilities whether in contract, tort, delict or otherwise now or hereafter sustained or incurred by the GK Security Trustee or the Receiver or by any person for whose liability, act or omission the GK Security Trustee or the Receiver may be answerable, in connection with anything done or omitted to be done under or pursuant to this Deed (including without limitation in accordance with Clause 12) or any other Transaction Document to which such entity is a party, or in the exercise or purported exercise of the powers herein contained, or occasioned by any breach by Greene King of any of its covenants or other obligations to the GK Security Trustee, or in consequence of any payment in respect of the Secured Tax Deed Obligations (whether made by Greene King or a third person) being declared void or impeached for any reason whatsoever save where the same arises as the result of the gross negligence, wilful default or fraud of the GK Security Trustee or the Receiver or their officers, employees or agents.
- 15.3** Notwithstanding any other provision of this Deed, the GK Security Trustee shall not be obliged to take any steps, proceedings or other action at the direction of any person (including, without limitation, declaring or determining the giving of a Greene King Enforcement Notice) unless it has been indemnified or otherwise secured to its satisfaction in its absolute discretion (and for this purpose the GK Security Trustee may, before taking any such steps, proceedings or other action and without limiting its right to make further demands, require those providing the indemnity to deposit cash with, or provide other security to, the GK Security Trustee for the indemnity on terms specified by the GK Security Trustee in its absolute discretion at the time) against all liabilities, proceedings, claims and demands to which it may become liable and all costs, charges and expenses which may be incurred by it in connection with or arising from the taking of such steps, proceedings or other action.
- 15.4** Without limiting Clause 15.3 above, the GK Security Trustee shall not be required to provide reasons for rejecting any indemnity offered to it pursuant to Clause 15.3 and, to the extent permitted by law, the GK Security Trustee shall be entitled to exercise its absolute discretion as to whether any indemnity is satisfactory to it without having regard to the reasonableness of that indemnity.

Taxes and Interest

- 15.5** All sums of whatsoever nature which are payable by Greene King under this Deed and which are now or at any time hereafter become subject to VAT or any similar tax shall be deemed to be exclusive of VAT or any similar tax and Greene King in addition to such sums will pay to the GK Security Trustee and/or the Receiver and/or any other relevant person an amount equal to such VAT or similar tax subject to the prior receipt of a valid VAT invoice in respect of the supplies to which the sums relate.
- 15.6** If any sums which are payable by Greene King under the Tax Deed of Covenant or this Deed are subject to VAT, Greene King shall make payment of the amount in respect of VAT to the relevant person subject to the terms of the agreement pursuant to which such sum is payable and in accordance with the Tax Deed of Covenant subject to the prior receipt of a valid VAT invoice in respect of the supply to which sums relate.

15.7 All sums payable by Greene King under Clause 15.1 and 15.2 or Clause 22 shall be payable on demand and:

- (a) in the case of payments actually made by the GK Security Trustee prior to the demand, shall carry interest at the rate per annum which is one per cent. per annum higher than the base rate of HSBC Bank plc for the time being from the date of the same being demanded to the date of actual payment (provided that such demand shall be made on a Business Day, otherwise interest shall be payable from the first Business Day following the date of the demand to the date of actual payment); and
- (b) in all other cases, shall carry interest at such rate from the date 15 days after the date of the same being demanded or (where the demand specifies that payment by the GK Security Trustee will be made on an earlier date provided such earlier date is a Business Day) from such earlier date (not being earlier than the date of such demand) to the date of actual payment.

Stamp Duties

15.8 Greene King covenants and undertakes, to the greatest extent permitted by applicable law, to pay all stamp duties and other duties or taxes payable on or arising out of or in consequence of:

- (a) the creation of the security constituted by or pursuant to this Deed; and
- (b) the execution and delivery of this Deed and documents executed pursuant hereto and the other Transaction Documents.

16 Application of Proceeds and further security

16.1 Any moneys received by the GK Security Trustee or any Receiver after this Security has become enforceable shall be applied first in satisfaction of any amounts then due to the GK Security Trustee pursuant to this Deed and thereafter *pro rata* between the GK Secured Parties according to the respective amounts due to them in respect of the Secured Tax Deed Obligations at the time of the enforcement of the security hereunder.

16.2 Greene King further covenants with and undertakes to the GK Security Trustee from time to time (and, for the purposes mentioned in sub-clause (a) below, notwithstanding that the GK Security Trustee may not have served a demand for payment of the Secured Tax Deed Obligations) upon demand to execute, at Greene King's own cost any document or do any act or thing (other than an amendment hereto) which:

- (a) the GK Security Trustee or the Receiver may specify with a view to registering or perfecting any charge or security created or intended to be created by or pursuant to this Deed subject to first having obtained all necessary consents; or
- (b) the GK Security Trustee or the Receiver may specify with a view to facilitating the exercise or the proposed exercise of any of their powers or the realisation of any of the GK Charged Property; or
- (c) the GK Security Trustee or the Receiver may specify with a view to protecting the Security Interests created or intended to be created by or pursuant to this Deed.

17 Other security etc.

No Merger

- 17.1** The charges contained in or created pursuant to this Deed are in addition to, and shall neither be merged in, nor in any way exclude or prejudice any other Security Interest, right of recourse, set off or other right whatsoever which the GK Security Trustee or the GK Secured Parties may now or at any time hereafter hold or have (or would apart from this Deed or any charge contained or created pursuant to this Deed hold or have) as regards Greene King or any other person in respect of the Secured Tax Deed Obligations, and neither the GK Security Trustee nor any GK Secured Party shall be under any obligation to take any steps to call in or to enforce any security for the Secured Tax Deed Obligations, and shall not be liable to Greene King for any loss arising from any omission on the part of the GK Security Trustee or any GK Secured Party to take any such steps or for the manner in which the GK Security Trustee or any GK Secured Party shall enforce or refrain from enforcing any such security.

Consolidation

- 17.2** Section 93 of the 1925 Act shall not apply in relation to any of the charges contained in this Deed.

Ruling Off

- 17.3** If the GK Security Trustee receives notice of any Security Interest affecting the GK Charged Property in contravention of the provisions hereof:
- (a) the GK Security Trustee may open a new account in the name of Greene King and, if it does not, it shall nevertheless be deemed to have done so at the time it received such notice; and
 - (b) all payments made by Greene King to the GK Security Trustee after the GK Security Trustee receives such notice shall be credited or deemed to have been credited to the new account, and in no circumstances whatsoever shall operate to reduce the Secured Tax Deed Obligations as at the time the GK Security Trustee received such notice.

Change of Name, etc.

- 17.4** This Deed shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the GK Security Trustee or Greene King or any amalgamation or consolidation by the GK Security Trustee or Greene King with any other corporation.

18 Avoidance of Payments

No Release

- 18.1** No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the GK Security Trustee or the GK Secured Parties on the faith of any such assurance, security or payment, shall prejudice or affect the right of the GK Security Trustee or the GK Secured Parties to recover the Secured Tax Deed Obligations from Greene King (including any moneys which it may be compelled to pay or refund under the provisions of the Insolvency Act 1986 and any costs payable by it

pursuant to or otherwise incurred in connection therewith) or to enforce the charges contained in this Deed to the full extent of the Secured Tax Deed Obligations.

Retention of Charges

- 18.2** If the GK Security Trustee shall have reasonable grounds for believing that Greene King may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act 1986 as at the date of any payment made by that company to the GK Security Trustee, and that as a result such payment may be capable of being avoided or clawed back, the GK Security Trustee shall be at liberty to retain the charges contained in or created pursuant to this Deed until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Secured Tax Deed Obligations notwithstanding any release, settlement, discharge or arrangement which may be given or made by the GK Security Trustee on, or as a consequence of, such payment or discharge of liability, provided that, if at any time within such period, a petition shall be presented to a competent court for an order for the winding up or the making of an administration order in respect of Greene King or Greene King shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against Greene King, the GK Security Trustee shall be at liberty to continue to retain such security for such further period as the GK Security Trustee may determine and such security shall be deemed to continue to have been held as security for the payment and discharge to the GK Security Trustee of all Secured Tax Deed Obligations.

19 Execution of Documents

Any document required to be executed as a deed by the GK Security Trustee under or in connection with this Deed shall be validly executed if executed as a deed by a duly authorised attorney of the GK Security Trustee.

20 Provisions Supplemental To the Trustee Act 1925 and the Trustee Act 2000 in favour of the GK Security Trustee

- 20.1** In addition to the trusts, powers, authorities and discretions conferred on the GK Security Trustee by applicable law, the GK Security Trustee shall have the following powers, authorities and discretions:

- (a) the GK Security Trustee may in relation to this Deed or any other Transaction Document seek advice from and act on the opinion or advice of, or a certificate or any information obtained from, any lawyer, banker, valuer, surveyor, securities company, broker, auctioneer, accountant or other expert in the United Kingdom or elsewhere, whether obtained by the GK Security Trustee or any Receiver and shall not have any liability, or responsibility for any loss occasioned by so acting, or have any duty to make investigations into such advice, certificate or information;
- (b) any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, telex, facsimile reproduction or in any other form and the GK Security Trustee shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic;
- (c) subject to the terms of this Deed, the GK Security Trustee shall (save as expressly otherwise provided in this Deed or any of the other Transaction Documents) as

regards all rights, powers, authorities and discretions vested in it by this Deed or any of the other Transaction Documents, or by operation of law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof;

- (d) the GK Security Trustee shall be at liberty to place this Deed and all deeds and other documents relating to this Deed with any bank or banking company, or lawyer or firm of lawyers believed by it to be of good repute, in any part of the world, and the GK Security Trustee shall not be responsible for or be required to insure against any loss, expense or liability incurred in connection with any such deposit and Greene King shall pay all sums required to be paid on account of or in respect of any such deposit;
- (e) where it is necessary or desirable for any purpose in connection with this Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Deed or required by law) be converted at such rate or rates in accordance with such method and as at such date for the determination of such rate of exchange, as may be specified by the GK Security Trustee in its absolute discretion but having regard to current rates of exchange, if available, and the GK Security Trustee shall not be liable for any loss occasioned by the said conversion under this Clause 20.1(e);
- (f) any consent given by the GK Security Trustee for the purposes of this Deed or any of the Transaction Documents may (subject to any express provision to the contrary in this Deed or any other Transaction Document) be given only with the prior consent of the Issuer Security Trustee (unless there are no Issuer Secured Liabilities outstanding) on such terms and subject to such conditions (if any) as the Issuer Security Trustee directs or (if there are no Issuer Secured Liabilities outstanding) the GK Security Trustee, in its absolute discretion, thinks fit and, notwithstanding anything to the contrary contained in this Deed or any of the Transaction Documents, the GK Security Trustee may subsequently ratify anything to which prior consent was required but not obtained;
- (g) the GK Security Trustee shall be entitled to rely upon a certificate (reasonably believed by it to be genuine) of Greene King or any other person in respect of every matter and circumstance for which a certificate is expressly provided for under this Deed or the Transaction Documents and to call for and rely upon a certificate of Greene King or any other person believed by it to be genuine as to any other fact or matter which the GK Security Trustee believes is within the knowledge of Greene King or such person as sufficient evidence thereof and the GK Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be caused by it failing to do so or by it acting in reliance upon such certificate;
- (h) any trustee being a banker, lawyer, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his partners or firm on matters arising in connection with this Deed or any of the Transaction Documents and also his charges in addition to disbursements for all other work and business done and all time spent by him or his partners or firm on matters arising in connection with this Deed or any of the Transaction Documents including

matters which might or should have been attended to in person by a trustee not being a banker, lawyer, broker or other professional person;

- (i) no provision of this Deed or any other Transaction Document shall require the GK Security Trustee to do anything which may in its opinion be illegal or contrary to applicable law or regulation or expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers or otherwise in connection with this Deed or any other Transaction Document and it may take any action or step (including modified compliance or non-compliance with this Deed or any Transaction Document) which, in its opinion, is necessary to comply with any such law or regulation to avoid any such liability or potential liability;
- (j) without prejudice to the specific terms of this Deed and the other Transaction Documents, the GK Security Trustee, as between itself and the GK Secured Parties, shall have full power to determine all questions arising in relation to any of the provisions of this Deed and the other Transaction Documents and every such determination shall be conclusive and shall bind the GK Security Trustee and the GK Secured Parties;
- (k) without limiting Clause 20.1(j) above, the GK Security Trustee may determine whether or not a default in the performance by Greene King of any obligation under this Deed or the Tax Deed of Covenant, or by any other person of any obligation under any document which forms part of the GK Charged Property, is capable of remedy or, where applicable, materially prejudicial to the interests of the GK Secured Parties, and, if the GK Security Trustee certifies that any such default or event is or is not, in its opinion, capable of remedy or materially prejudicial, that certificate shall be conclusive and binding upon Greene King and the GK Secured Parties;
- (l) the GK Security Trustee may place full reliance on any determination or calculation in writing made by or on behalf of any person pursuant to the Transaction Documents, where the GK Security Trustee believes that person has the relevant expertise to make such calculation or determination;
- (m) any monies which under the trusts of this Deed ought to or may be invested by the GK Security Trustee after service of a Greene King Enforcement Notice may be invested in the name or under the control of the GK Security Trustee in any Eligible Investments provided that in all cases such instruments have a scheduled maturity date falling not less than two Business Days prior to the next following date on which a payment is required to be made with the moneys invested therein. The GK Security Trustee may at any time vary or exchange any of such Eligible Investments for or into other such Eligible Investments as the GK Security Trustee in its absolute discretion may determine;
- (n) except as expressly provided otherwise in this Deed or the Transaction Documents to which it is a party, the GK Security Trustee may, in the absence of actual knowledge to the contrary, assume without enquiry that each Transaction Party is duly performing and observing all of the provisions of those documents binding on or relating to it, has satisfied any conditions contained in them and that no event has happened which would give rise to the service of a Greene King Enforcement Notice; and

- (o) without prejudice to its rights under Clause 12, the GK Security Trustee may at any time after the service of a Greene King Enforcement Notice apply to the court for an order that the trusts, powers, authorities, duties, discretions and obligations arising under or in connection with this Deed be exercised or carried into execution under the direction of the court and for the appointment of a Receiver of the GK Charged Property or any part of it and for any other order in relation to the execution and administration of those trusts, powers, authorities, duties, discretions and obligations which the GK Security Trustee considers appropriate, and it shall apply to the court if directed to do so by for so long as the Issuer Secured Liabilities are outstanding, the Issuer Security Trustee.

20.2 The GK Security Trustee shall not be responsible for any recitals or statements or warranties or representations of any party (other than itself) contained herein or in any other Transaction Document or any other document entered into in connection therewith and shall assume the accuracy and correctness thereof and shall not be responsible for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such agreement or other document or any trust or security thereby constituted or evidenced. The GK Security Trustee may accept without enquiry, requisition or objection such title as Greene King has to the GK Charged Property or any part thereof from time to time and shall not be required to investigate or make any enquiry into the title of Greene King to the GK Charged Property or any part thereof from time to time whether or not any default or failure is or was known to the GK Security Trustee or might be, or might have been, discovered upon examination, inquiry or investigation and whether or not capable of remedy. Notwithstanding the generality of the foregoing, each GK Secured Party shall be solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of Greene King, and the GK Security Trustee shall not at any time have any responsibility for the same and no GK Secured Party shall rely on the GK Security Trustee in respect thereof.

20.3 The GK Security Trustee shall not be bound to give notice to any person of the execution of this Deed nor shall it be liable for any failure, omission or defect in perfecting the security intended to be constituted hereby including, without prejudice to the generality of the foregoing:

- (a) failure to obtain any licence, consent or other authority for the execution of the same;
- (b) failure to register the same in accordance with the provisions of any of the documents of title of Greene King to any of the GK Charged Property; or
- (c) failure to effect or procure registration of or otherwise protect any of the Transaction Documents by registering the same under any registration laws in any territory, or by registering any notice, caution or other entry prescribed by or pursuant to the provisions of the said laws.

20.4 The GK Security Trustee shall not be responsible for the genuineness, validity or effectiveness of any of the Transaction Documents or any other documents entered into in connection therewith or any other document or any obligations or rights created or purported to be created thereby or pursuant thereto or any security or the priority thereof constituted or purported to be constituted by or pursuant to this Deed or any of the Transaction Documents, nor shall it be responsible or liable to any person because of any

invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, law or decisions of any Court and (without prejudice to the generality of the foregoing) the GK Security Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:

- (a) the nature, status, creditworthiness financial and business condition or solvency of Greene King or the nature, value, collectability, enforceability or sufficiency of, or the title to, the GK Charged Property and each GK Secured Party shall be solely responsible for making its own independent investigation and appraisal of those matters;
- (b) the execution, legality, validity, adequacy, admissibility in evidence or enforceability of this Deed or any Transaction Document relating to the GK Charged Property or any other document entered into in connection therewith;
- (c) the registration, filing, protection or perfection of any security relating to this Deed or the Transaction Documents relating to the GK Charged Property or the priority of the security thereby created whether in respect of any initial advance or any subsequent advance or any other sums or liabilities;
- (d) the scope or accuracy of any representations, warranties or statements made by or on behalf of Greene King or any other person or entity who has at any time provided any Transaction Document relating to the GK Charged Property or in any document entered into in connection therewith;
- (e) the performance or observance by Greene King or any other person with any provisions of this Deed, the Tax Deed of Covenant or any other Transaction Document comprised within the GK Charged Property or in any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any default, event of default or similar event contained therein or any waiver or consent which has at any time been granted in relation to any of the foregoing;
- (f) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with the GK Charged Property;
- (g) the title of Greene King to any of the GK Charged Property;
- (h) the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the security created or purported to be created by or pursuant to this Deed or other documents entered into in connection therewith;
- (i) the failure to call for delivery of documents of title to or require any transfers, assignments, legal mortgages, charges or other further assurances in relation to any of the assets the subject matter of any of this Deed or any other document; or
- (j) any other matter or thing relating to or in any way connected with this Deed or the GK Charged Property or any document entered into in connection therewith whether or not similar to the foregoing.

20.5 The GK Security Trustee shall not be under any obligation to insure in respect of any of the GK Charged Property or to require any other person to maintain any such insurance.

- 20.6** None of the provisions of this Deed shall, in any case in which the GK Security Trustee has failed to show the degree of care and diligence required of it as trustee of this Deed, having regard to the provisions of this Deed and any of the Transaction Documents to which the GK Security Trustee is a party conferring on the GK Security Trustee any powers, authorities or discretions, relieve or indemnify the GK Security Trustee against any liabilities which by virtue of any rule of law would otherwise attach to it in respect of any gross negligence, wilful default or fraud of which it may be guilty in relation to its duties under this Deed.

21 Supplemental Provisions Regarding the GK Security Trustee

- 21.1** Except as herein otherwise expressly provided, the GK Security Trustee shall be and is hereby authorised to assume without enquiry, and it is hereby declared to be the intention of the GK Security Trustee that it shall assume without enquiry, that Greene King and each of the other parties thereto is duly performing and observing all the covenants and provisions contained in this Deed and the Transaction Documents and on its part to be performed and observed and that no event has occurred which gives rise to or may, with the passing of time, give rise to the service of a Greene King Enforcement Notice.
- 21.2** The powers conferred by this Deed upon the GK Security Trustee shall be in addition to any powers which may from time to time be vested in it by general law.

22 Remuneration of the GK Security Trustee

- 22.1** Greene King has paid to the GK Security Trustee on the First Closing Date a fee for its services as trustee as from the First Closing Date, in the amount agreed between Greene King and the GK Security Trustee.
- 22.2** Notwithstanding any provision of this Deed, in the event of the service of a Greene King Enforcement Notice or in the event of the GK Security Trustee finding it expedient or being required to undertake any duties which the GK Security Trustee and Greene King agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the GK Security Trustee under this Deed, Greene King shall pay to the GK Security Trustee additional remuneration at a rate agreed between Greene King and the GK Security Trustee, such additional remuneration to be calculated from such date as shall be agreed as aforesaid. Such remuneration shall accrue from day to day and be payable up to and including the date when, all the Secured Tax Deed Obligations have been paid.
- 22.3** In the event of the GK Security Trustee and Greene King failing to agree in a case to which Clause 22.1 above applies, upon whether such duties are of an exceptional nature or otherwise outside the scope of the normal duties of the GK Security Trustee hereunder or upon the amount of such additional remuneration, such matters shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the GK Security Trustee and approved by Greene King or, failing such approval, nominated by the President for the time being of the Law Society of England and Wales, the expenses being involved in such nomination and the fees of such investment bank being payable by Greene King, and the decision of any such investment bank shall be final and binding on Greene King and the GK Security Trustee.
- 22.4** Unless otherwise specifically stated in any discharge of this Deed, the provisions of Clauses 15 and 22 shall continue in full force and effect notwithstanding such discharge.

23 Appointment of new GK Security Trustee and removal of GK Security Trustee

23.1 The power of appointing a new GK Security Trustee or removing the GK Security Trustee shall be vested in Greene King but such appointment must be approved by the Issuer Security Trustee (for so long as there are any Issuer Secured Liabilities outstanding), such approval not to be unreasonably withheld or delayed. A trust corporation may be appointed sole trustee hereof but subject thereto there shall be at least two trustees hereof. Any appointment of a new GK Security Trustee and any retirement or removal of an existing GK Security Trustee hereof shall as soon as practicable thereafter be notified by Greene King to the GK Secured Parties. Any trustee or trustees of this Deed may be removed at the discretion of the Issuer Security Trustee (for so long as there are Issuer Secured Liabilities outstanding).

23.2 Notwithstanding the provisions of Clause 23.1 the GK Security Trustee may (as attorney for Greene King) upon giving prior notice to Greene King but without the consent of Greene King or the GK Secured Parties appoint any person established or resident in any jurisdiction (whether a trust corporation or not) to act either as a separate trustee or as a co-trustee jointly with the GK Security Trustee:

- (a) if the GK Security Trustee considers such appointment to be in the interests of the GK Secured Parties (or any of them); or
- (b) for the purposes of conforming to any legal requirement, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed or any GK Charged Property is or is to be located; or
- (c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of this Deed or any of the Transaction Documents to which the GK Security Trustee is a party or obligations arising pursuant thereto or any of the security constituted by or pursuant to this Deed.

Greene King hereby irrevocably appoints the GK Security Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Deed or any of the Transaction Documents to which the GK Security Trustee is a party) have such trusts, powers, authorities and discretions (not exceeding those conferred on the GK Security Trustee by this Deed or any of the Transaction Documents to which the GK Security Trustee is a party) and such duties and obligations as shall be conferred or imposed on it by the instrument of appointment. The GK Security Trustee shall have power in like manner to remove any such person. Such proper remuneration as the GK Security Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Deed be treated as costs, charges and expenses incurred by the GK Security Trustee.

23.3 Whenever there shall be more than two trustees hereof, the majority of such trustees shall (provided such majority includes a trust corporation) be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Deed and any of the Transaction Documents in the GK Security Trustee generally.

23.4 A corporation into which any GK Security Trustee for the time being may be merged or converted or a corporation with which the GK Security Trustee may be consolidated or a

corporation resulting from a merger, conversion or consolidation to which the GK Security Trustee shall be a party shall, to the extent permitted by applicable law, be the successor GK Security Trustee under this Deed without the execution or filing of any paper or any further act on the part of the parties to this Deed. Notice of any merger, conversion or consolidation shall forthwith be given by the GK Security Trustee to the GK Secured Parties.

24 Retirement of GK Security Trustee

- 24.1** Any trustee for the time being of this Deed may retire at any time upon giving not fewer than 30 Business Days' prior notice in writing to Greene King without assigning any reason therefor and without being responsible for any costs resulting from such retirement. The retirement or removal of any trustee shall not become effective unless there remains at least one trustee hereof being a trust corporation in office upon such retirement or removal. Greene King covenants that, in the event of a trustee (being a sole trustee or the only trust corporation) giving notice under this Clause 24 or being removed as referred to in Clause 23 it shall use all reasonable endeavours to procure a new trustee of this Deed (being a trust corporation of international repute) to be appointed as soon as reasonably practicable thereafter.
- 24.2** If Greene King fails to arrange for the appointment of a new trustee within a period of 30 Business Days after the GK Security Trustee gives written notice of resignation, the GK Security Trustee shall use all reasonable endeavours to appoint as a successor trustee an institution whose fees shall be no greater than market rates prevailing at that time for the performance of an equivalent role.

25 Notices and Demands

Service

- 25.1** Any notice, communication or demand made under or in connection with this Deed shall be in writing and shall be delivered personally, or by post, telex, fax or cable to the addresses given in Clause 25.2, or at such other address as the recipient may have notified to the other party in writing.

Notices

- 25.2** Any notice, communication or demand:

- (a) for the Issuer should be sent to:

Greene King Finance plc
Fifth Floor
Wood Street
London EC2V 7EX

For the attention of:
Telephone:
Facsimile:



with a copy to:

Greene King Brewing and Retailing Limited
Westgate Brewery

Bury St. Edmunds
Suffolk IP33 1QT

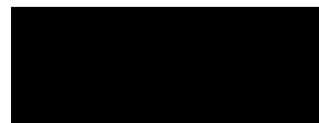
For the attention of:
Telephone:
Facsimile:



- (b) for Greene King and the Cash Manager should be sent (addressed to the relevant company) to:

Greene King plc
Westgate Brewery
Bury St. Edmunds
Suffolk IP33 1QT

For the attention of:
Telephone:
Facsimile:



- (c) for the GK Security Trustee, should be sent to:

HSBC Trustee (C.I.) Limited
HSBC House
Esplanade
St. Helier
Jersey JE1 1GT
Channel Islands

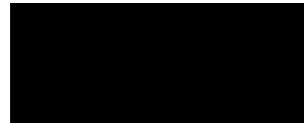
For the attention of:
Telephone:
Facsimile:



- (d) for Greene King Retailing Limited, should be sent to:

Greene King Retailing Limited
Westgate Brewery
Bury St. Edmunds
Suffolk IP33 1QT

For the attention of:
Telephone:
Facsimile:



- (e) for the Securitisation Group Parent, should be sent to:

Greene King Retailing Parent Limited
Westgate Brewery
Bury St. Edmunds
Suffolk IP33 1QT

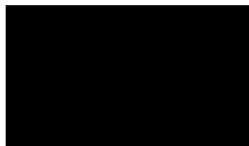
For the attention of:
Telephone:
Facsimile:



- (f) for the Issuer Parent, should be sent to:

Greene King Finance Parent Limited
Fifth Floor
Wood Street
London EC2V 7EX

For the attention of:
Telephone:
Facsimile:



26 Deemed Receipt

Proof of posting or despatch of any notice, communication or demand on Greene King shall be deemed to be proof of receipt:

- (a) in the case of a notice, communication or demand sent by post, on the third Business Day after posting;
- (b) in the case of a notice, communication or demand delivered by hand, on the day of delivery; or
- (c) in the case of a facsimile, telex or cable, on the Business Day of despatch.

27 Further provisions

Evidence of Indebtedness

27.1 In any action, proceedings or claim relating to this Deed or the charges contained in this Deed, a statement as to any amount due to any GK Secured Party or of the Secured Tax Deed Obligations or any part thereof or a statement of any amounts which have been notified to the GK Security Trustee as being amounts due to the GK Secured Parties which is certified as being correct by an officer of the GK Security Trustee or an officer of a GK Secured Party (as relevant) shall, save in the case of manifest error, be conclusive evidence that such amount is in fact due and payable.

Rights cumulative, waivers

27.2 The respective rights of the GK Security Trustee, the GK Secured Parties and any Receiver are cumulative, and may be exercised as often as they consider appropriate and are in addition to their respective rights under the general law. The respective rights of the GK Security Trustee, the GK Secured Parties and any Receiver in relation to this Deed (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than by express waiver or variation in writing; and, in particular, any failure to exercise or any delay in exercising any such rights shall not operate as a variation or waiver of that or any other such right; any defective or partial exercise of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or any variation of any such right.

Invalidity of any Provision

27.3 If any of the provisions of this Deed become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Severability

- 27.4** Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Greene King hereby waives any provision of law but only to the extent permitted by law which renders any provision of this Deed prohibited or unenforceable in any respect.

Modifications to Transaction Documents

- 27.5** None of the liabilities or obligations of Greene King under this Deed shall be impaired by reason of any party agreeing any amendment, variation, assignment, novation or departure (however substantial or material) of, to or from the Transaction Documents so that any such amendment, variation, assignment, novation or departure shall, whatever its nature, be binding upon Greene King in all circumstances, notwithstanding that it may increase or otherwise affect the liability of Greene King.

Assignment

- 27.6** Save as provided herein, none of the rights or obligations of the parties hereto may be assigned or transferred to any other person without the prior written consent of the GK Security Trustee. The parties hereto acknowledge and agree that the Issuer may assign its rights hereunder pursuant to the Issuer Deed of Charge, that each of the Obligors may assign its rights hereunder pursuant to the Borrower Deed of Charge and that the GK Security Trustee may assign its rights hereunder to any successor trustee or trustees under this Deed. In connection with any such assignment and/or transfer, the parties agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable to give the full effect to any such assignment and/or transfer.

Further Assurance

- 27.7** Each of the parties hereto agrees to perform all further acts and things and execute and deliver such further documents as may be required by law or reasonably desirable to give effect to this Deed.

Counterparts

- 27.8** This Deed may be signed and delivered in more than one counterpart all of which, taken together, shall constitute one and the same Deed. This Deed shall be fully effective and binding on Greene King upon at least one copy of this Deed having been executed and delivered by Greene King notwithstanding that this Deed has not been executed and delivered by any other party hereto or that such other party has executed or executes or has delivered or delivers a counterpart of this Deed.

Contract (Rights of Third Parties) Act 1999

- 27.9** A person who is not a party to this Deed shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of its terms.

28 Trustee Act 2000

- 28.1** To the greatest extent permitted by law, none of Parts I, II, III, IV, or V of the Trustee Act 2000, nor the requirement to discharge the duty of care set out in section 1(1) of the Trustee Act 2000 in exercising any of the powers contained in sections 15 or 22 of the Trustee Act 1925, shall apply to the trust constituted by this Deed or the role of the GK Security Trustee in relation to such trust.
- 28.2** Any exercise by the GK Security Trustee of any rights or powers under this Deed that are the same as or similar to any rights or powers conferred on a trustee by the Trustee Act 2000 shall be construed solely as the exercise of the relevant rights or powers under this Deed and not as the exercise of the same or any similar rights or powers under the Trustee Act 2000.
- 28.3** For the avoidance of doubt, (a) the GK Security Trustee may retain or invest in securities payable to bearer without appointing a person to act as a custodian and (b) the application of sections 22 or 23 of the Trustee Act 2000 is inconsistent with the terms of this Deed.
- 28.4** The disapplication of certain parts or sections of the Trustee Act 2000 as provided herein shall constitute an exclusion of the relevant parts of the Trustee Act 2000 for the purposes of that Act.

29 Governing law and Jurisdiction

- 29.1** This Deed and any non-contracted obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.
- 29.2** Each party to the Deed hereby irrevocably agrees that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceeding arising out of or in connection with this Deed (in this Clause referred to as "**Proceedings**") may be brought in such courts.
- 29.3** Nothing contained in Clause 29.2 shall limit any right to take any Proceedings against any of the parties hereto in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.
- 29.4** Each party hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or hereafter to the laying of the venue of any Proceedings in the courts referred to in this Clause and any claim that any such Proceedings have been brought in an inconvenient forum and undertakes not to attempt or apply to have any such Proceedings which are brought in such court stayed, suspended or dismissed on any ground as is referred to above, and further irrevocably agrees that a judgement in any Proceedings brought in the courts referred to in this Clause shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 29.5** The GK Security Trustee shall at all times maintain an agent for service of process and any other documents in Proceedings in England or any other Proceedings in connection with this Deed. Such agent shall be HSBC Bank plc of 8 Canada Square, London E14 5HQ and any claim form, judgment or other notice of legal process shall be sufficiently served on the GK Security Trustee if delivered to such agent at its address for the time being marked for the attention of the "**Client Service Manager Corporate Trust and Loan Agency**". The GK Security Trustee undertakes not to revoke the authority of the above agent. If, for any

reason, the appointment of such agent for process terminates, the GK Security Trustee shall promptly appoint another such agent with an address in England and advise the other parties to this Deed thereof.

In witness whereof the parties hereto have caused this Deed to be duly executed and delivered as a deed the day and year first before written.

Greene King

EXECUTED and DELIVERED)

as a **DEED** by)

GREENE KING PLC)

acting by:)



Attorney:

In the presence of:

Witness Signature:



Name: **JADE TRAN**
PARALEGAL

Address: **1 SILK STREET, LONDON, EC2Y 8HQ**

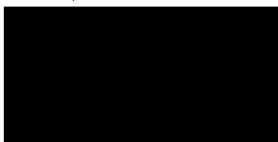
The Issuer

EXECUTED and DELIVERED)

as a **DEED** by)

GREENE KING FINANCE PLC)

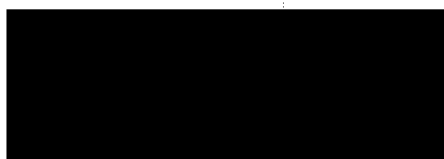
acting by: **Rich Lynn**)



Representing **L.D.C. Securitisation Director No 3 Limited**

Director:

In the presence of:



Witness Signature:

Name: **JADE TRAN**
PARALEGAL

Address: **1 SILK STREET, LONDON, EC2Y 8HQ**

The Issuer Parent

EXECUTED and DELIVERED

as a **DEED** by

GREENE KING FINANCE

PARENT LIMITED

acting by: **Rich Lynn**

Representing **U.C. Securitisation Director No 3 Limited**

Director:

In the presence of:

Witness Signature:

Name: **JADE TRAN**

PARALEGAL

Address: **1 SILK STREET, LONDON, EC2Y 8HQ**

GK Security Trustee

EXECUTED and DELIVERED

as a **DEED** by

HSBC TRUSTEE (C.I.) LIMITED

acting by two authorised signatories

The Issuer Parent

EXECUTED and DELIVERED)
as a DEED by)
GREENE KING FINANCE)
PARENT LIMITED)
acting by:)

Director:

In the presence of:

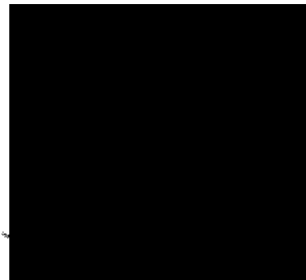
Witness Signature:

Name:

Address:

GK Security Trustee

EXECUTED and DELIVERED)
as a DEED by)
HSBC TRUSTEE (C.I.) LIMITED)
acting by two authorised signatories)
)
)
)



Jacki Braid
Authorised Signatory

Ursula Elliott
Authorised Signatory

GK Secured Parties

EXECUTED and DELIVERED)

as a **DEED** by)

GREENE KING RETAILING)

LIMITED)

acting by:)

Attorney:

In the presence of:

Witness Signature:

Name: **JADE TRAN**

Address: **PARALEGAL**

1 SILK STREET, LONDON, EC2Y 8HQ

EXECUTED and DELIVERED)

as a **DEED** by)

GREENE KING RETAILING)

PARENT LIMITED)

acting by:)

Attorney:

In the presence of:

Witness Signature:

Name: **JADE TRAN**

PARALEGAL

Address: **1 SILK STREET, LONDON, EC2Y 8HQ**

EXECUTED and DELIVERED)

as a DEED by)

GREENE KING FINANCE)

PARENT LIMITED)

acting by: Rich Lynn)

Director/Attorney:

Representing L.D.C. Securitisation Director No 3 Limited

In the presence of:

Witness Signature:

Name: JADE TRAN

PARALEGAL

Address: 1 SILK STREET, LONDON, EC2Y 8HQ

Cash Manager

EXECUTED and DELIVERED)

as a DEED by)

GREENE KING BREWING)

AND RETAILING LIMITED)

acting by:)

Attorney:

In the presence of:

Witness Signature:

Name: JADE TRAN

PARALEGAL

Address: 1 SILK STREET, LONDON, EC2Y 8HQ

Schedule 1

Form of Power of Attorney

THIS POWER OF ATTORNEY is made on 7 March 2005 by **GREENE KING PLC** (registered in England and Wales with company number 00024511) whose registered office is at Westgate Brewery Bury St Edmunds Suffolk IP33 1QT (the "**Principal**").

Whereas:

- (A) By virtue of a deed dated 7 March 2005 and made between *inter alios* Greene King Retailing Parent Limited, the Principal, Greene King Finance plc, HSBC Trustee (C.I.) Limited, Greene King Retailing (No.2) Limited and Greene King Retailing Limited (the "**GK Security Deed**") provision was made for the execution by the Principal of this Power of Attorney.
- (B) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the GK Security Deed.

Now this power of attorney witnesseth:

1.1 The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the GK Security Deed and the Tax Deed of Covenant appoints HSBC Trustee (C.I.) Limited and any other person or persons for the time being the trustee or trustees of and under the GK Security Deed (the "**Attorney**") and any receiver including any administrative receiver and any manager ("**Receiver**") and/or administrator ("**Administrator**") appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally, to do any act matter or thing which the Attorney, Receiver or Administrator considers in each case to be necessary for the protection or preservation of the Attorney's interests and rights (including, without limitation, as described in Clause 7.2(a) of the GK Security Deed) in and to the relevant GK Charged Property or which ought to be done under the covenants, undertakings and provisions contained in the GK Security Deed on or at any time after the service of a Greene King Enforcement Notice or in any other circumstances where the Attorney has become entitled to take the steps referred to in Clause 10 of the GK Security Deed including (without limitation) any or all of the following that is to say:

- (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the relevant GK Charged Property or any part thereof and/or the Principal's estate, right, title, benefit and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually, vesting, transferring or charging, as the case may be, in all respects as the Principal could have done;
- (b) the Attorney shall have the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the GK Security Deed) from time to time to appoint a substitute attorney (each a "**Substitute**") who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefor.

- 1.2** In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns.
- 1.3** The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney. The provisions of this Clause 1.3 shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney.
- 1.4** The laws of England and Wales shall apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof.
- 1.5** The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall lawfully do or cause to be done in and concerning the GK Charged Property.

In witness whereof this Power of Attorney has been executed as a deed by the Principal the day and year first before written.

EXECUTED and DELIVERED)
as a **DEED** by)
GREENE KING PLC)
acting by:)

Attorney:

In the presence of:

Witness' signature:

Name:

Address: