

# MR05

Statement that part or the whole of the property charged  
(a) has been released from the charge (b) no longer  
forms part of the company's property or undertaking



Companies House

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a statement that part or the  
whole of the property charged  
has either (a) been released from  
the charge or (b) no longer forms  
part of the company's property

☐ **What this form is NOT**  
You may not use this form to  
register this statement as a  
LLP. Use form LL MR05



LD2

\*L5F6B96O\*

09/09/2016

#65

COMPANIES HOUSE

FRIDAY

## 1 Company details

Company number 0 4 5 2 4 2 6 1

Company name in full Sapphire Food South West No 2 Limited

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

## 2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 0 7 0 3 2 0 0 5

### A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number\* 6

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description Deed of charge (the Borrower Deed of Charge) dated 7 March 2005  
between, amongst others, Greene King Retailing Limited, Greene  
King Retailing Parent Limited and Sapphire Food South West No 2  
Limited

**Continuation page**  
Please use a continuation page if  
you need to enter more details

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

### Short particulars of the property or undertaking charged

Continuation page

### Short particulars

1550 abbott redhill f/h SY641089, 5350 abingdon arms wantage f/h ON245493, 5220 acall estates or interests in such property and all buildings, trade and other fixture, fixed plant and machinery from time to time on such f/h or l/h property, the ancillary property rights, all rights, title, benefit and interest, to and under the relevant documents and the insurance policies See continuation pages for details

**Charge code**

Charge code ①

**① Charge code**

This is the unique reference code allocated by the registrar

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## Part C To be completed for all charges

**C1**

### Cease or release

Please tell us about the property or undertaking

Part of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking  
has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C2**

**Or**

All of the property or undertaking charged

- ☒ has been released from the charge  
no longer forms part of the company's property or undertaking  
has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C3**

**C2**

### Description of assets or property<sup>①</sup>

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets  
or property

<sup>①</sup> This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

#### Continuation page

Please use a continuation page if you need to enter more details

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking


**C3**

**Details of the person delivering this statement and their interest in the charge**

	Please give the name of the person delivering this statement		
Name	Reza Taylor		
	Please give the address of the person delivering this statement		
Building name/number	Linklaters LLP		
Street	One Silk Street		
Post town	London		
County/Region	London		
Postcode	E C 2 Y 8 H Q		
	Please give the person's interest in the charge (e g chargor/chargee etc)		
Person's interest in the charge	Solicitor for the chargor		

**C4**

**Signature**

	Please sign the form here		
Signature	Signature X  X		

MR05

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### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Reza Taylor**

Company name **Linklaters LLP**

Address **One Silk Street**

Post town **London**

County/Region **London**

Postcode **E C 2 Y 8 H Q**

Country **UK**

DX **10 London/City**

Telephone **020 7456 2000**



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

☒ The company name and number match the information held on the public Register

#### Part A Charges created before 06/04/2013

- ☒ You have given the charge date
- ☒ You have given the charge number (if appropriate)
- ☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4

#### Part B Charges created on or after 06/04/2013

☐ You have given the charge code

#### Part C To be completed for all charges

- ☒ You have ticked the appropriate boxes in Section C1
- ☐ You have given a description of assets or property released from the charge (if appropriate)
- ☒ You have given the details of the person delivering this statement in Section C3
- ☒ You have signed the form



### Important information

Please note that all information on this form will appear on the public record



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A4

### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

1 1 Pursuant to the Borrower Deed of Charge, the Company

(a) as security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, charged in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors all of its right, title, interest and benefit, present and future (if any), in, to and under

(i) the freehold or leasehold property comprising the Mortgaged Properties owned by it and described in Parts I and II of Appendix 4 to this Form 395, and

(ii) all estates or interests in such property and all buildings, trade and other fixtures, fixed plant and machinery from time to time on such freehold or leasehold property

To the fullest extent possible, such charges take effect as charges by way of first legal mortgage and to the extent that the same are not the subject of an effective legal mortgage under the foregoing provisions (but not where that is the case pending registration at the Land Registry only) such charges take effect by way of first fixed charge,

(b) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, charged to the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors all of its right, title, interest and benefit, present and future (if any) in, to and under all rights and claims to which it is as at the date of the Borrower Deed of Charge or may thereafter become entitled in relation to the property referred to in paragraph 1 1(a) (above) including those against any manufacturer, supplier, or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, any tenant, sub-lessee or licensee of any lease, tenancy, licence, property and any guarantor or surety for the obligations of such person and, to the extent that such property is as at the date of the Borrower Deed of Charge or at any time thereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto (together the Ancillary Property Rights),

## MR05 - continuation page

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**C2**

### Description of assets or property<sup>①</sup>

Please give a brief description of assets or property released from the charge  
and/or a brief description of any property that has ceased to form part of the  
company's property or undertaking

Description of assets  
or property

① This section must be completed  
where part of the property or  
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## MR05 - continuation page

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**A4**

### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

(c) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, charged by way of first equitable mortgage to the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors all of its right, title, interest and benefit, present and future, in, to and under all shares, stocks, debentures and other securities of any subsidiaries owned by it and/or by any nominee on its behalf including the relevant Securitisation Group Shares as at the date of the Borrower Deed of Charge or at any time thereafter and from time to time, and all its rights, title, interest and benefit in, and options to acquire, securities for the time being owned by it and/or by any nominee on its behalf, as at the date of the Borrower Deed of Charge or at any time thereafter, and all dividends, and interest paid or payable in relation thereto and all shares, securities, rights, money or property accruing or offered and at any time in relation to such Securitisation Group Shares or other securities by way of redemption, substitution, exchange, bonus or preference in respect of or incidental or ancillary thereto,

(d) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, assigned by way of security to the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors all of its right, title, benefit and interest, present and future in, to and under the Relevant Documents to which it is a party, including all rights to receive payment of any amounts which may become payable to the Obligor thereunder and all payments received by the Obligor 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,

(e) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, assigned by way of security to the Borrower Security Trustee, all its right, title, benefit and interest present and future, in and to the Insurance Policies and all rights, claims and proceeds arising therefrom to which the relevant Obligor is or may after the date of the Borrower Deed of Charge become entitled, but only insofar as such proceeds arise from claims relating to a Mortgaged Property in which the relevant Obligor has an interest,



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**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

(f) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, charged in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, all of its right, title, interest and benefit, present and future, in and to all of its Intellectual Property Rights and has assigned by way of security all its right, title, interest and benefit, present and future, in, to and under the IP Licences and the IP Option and all trade marks, designs, copyrights, patents, domain names and other intellectual property monopoly rights and interests (including any licence save to the extent that the licence contains a prohibition against such assignment or charge) from time to time being owned by the relevant Obligor therein, whether registered or not, including all applications for the same and including all fees, royalties and other rights derived therefrom or incidental thereto,

(g) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, charged in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, all of its right, title, interest and benefit, present and future, in and to all book debts and other debts (including any loans made to other members of GK Group) and all moneys and liabilities whatsoever for the time being due, owing or payable to the relevant Obligor (including the benefit of any judgment, order or decree to pay a sum of money) and the benefit of any Security Interest and securities for the time being held by the relevant Obligor in respect of any such debts or moneys and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the relevant Obligor,

(h) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, charged by way of first fixed charge in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, all of its right, title, interest and benefit, present and future, in and to all moneys as at the date of the Borrower Deed of Charge or at any time thereafter standing to the credit of the Fixed Accounts together with all rights relating or attached thereto (including the right to interest),

(i) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, assigned by way of security in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, all of its right, title, interest and benefit, present and future, in, to and under all statutory licences, consents and authorisations, present and future, held in connection with its business or the use of any asset or property the subject of any security created by or pursuant to the Borrower Deed of Charge and the right to recover and receive all compensation which may be payable to it in respect of them,

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A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>(j) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, charged in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, all of its right, title, interest and benefit, present and future, in and to all Eligible Investments into which moneys standing from time to time to the credit of the relevant Fixed Accounts (as the case may be) may be invested in accordance with the Issuer/Borrower Facility Agreement for the time being owned by it and all rights in respect of or incidental or ancillary thereto,</p>	
	<p>(k) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, assigned by way of security in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, all of its right, title and interest in and to amounts payable under or in respect of each of the Lease Agreements and the benefit of each Tenant's covenant and obligation to pay rent thereunder including all rights to receive payment of any amount which may become payable to the relevant Obligor thereunder and all payments received by the relevant Obligor thereunder including, without limitation all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof, and</p>	
	<p>(l) by way of first floating security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Borrower Deed of Charge, charged in favour of the Borrower Security Trustee the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future (including, without limitation, all stock in trade and the Floating Accounts and the balance standing to the credit thereof from time to time and including all freehold, and leasehold property) other than its rights, title, benefit and interests, present and future in, to and under any property or assets from time to time or for the time being the subject of fixed charges described in paragraphs 1 1(a) to 1 1(k) above (inclusive) or otherwise effectively charged or assigned by way of security</p>	

## MR05 - continuation page

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