



Companies House

MR01(ef)

Registration of a Charge

Company name: **GREENE KING RETAILING LIMITED**

Company number: **05265451**



X28JGB2X

Received for Electronic Filing: **17/05/2013**

Details of Charge

Date of creation: **28/04/2013**

Charge code: **0526 5451 0050**

Persons entitled: **HSBC TRUSTEE (C.I.) LIMITED**

Brief description: **THE CHARGED PROPERTY INCLUDES, AMONGST OTHERS: THE FREEHOLD PROPERTY KNOWN AS THE CHURCH WICKETTS INN, CHURCH ROAD, DAWLEY, TELFORD TF4 2AS, TITLE NUMBER SL81206; THE FREEHOLD PROPERTY KNOWN AS THE WESTDALE TAVERN, 72-74 WESTDALE LANE, CARLTON, NOTTINGHAM NG4 3NA, TITLE NUMBER NT361750; AND THE FREEHOLD PROPERTY KNOWN AS BROAD OAK INN, MAIN STREET, STRELLEY VILLAGE, NOTTINGHAM NG8 6PD, TITLE NUMBER NT442610. FOR FURTHER DETAILS OF THE CHARGED PROPERTY PLEASE SEE THE CERTIFIED COPY OF THE SUPPLEMENTAL MORTGAGE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TAYLOR VINTERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5265451

Charge code: 0526 5451 0050

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2013 and created by GREENE KING RETAILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2013 .

Given at Companies House, Cardiff on 23rd May 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

28 April

2013

GREENE KING RETAILING LIMITED
(as Initial Borrower)

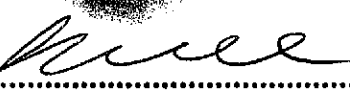
and

HSBC TRUSTEE (C.I.) LIMITED
(as Issuer Security Trustee)

SUPPLEMENTAL MORTGAGE
over property portfolio

We certify this to be a true copy of the
original document

Date:..... 3 May 2013

Authorised
Signatory:..... 

On behalf of Taylor Vinters
Merlin Place, Cambridge CB4 0DP

THIS SUPPLEMENTAL MORTGAGE is made the 28 day of April two thousand and thirteen

BETWEEN

- (1) **GREENE KING RETAILING LIMITED** a private company incorporated in England and Wales with limited liability (company number 05265451) whose registered office is at Westgate Brewery, Bury St. Edmunds, Suffolk IP33 1QT (the "Initial Borrower"); and
- (2) **HSBC TRUSTEE (C.I.) LIMITED** a company incorporated in Jersey with limited liability whose registered office is at HSBC House Esplanade St Helier Jersey JE1 1GT Channel Islands as agent and trustee for the Borrower Secured Creditors (the "Borrower Security Trustee") which expression shall include such person and all other persons for the time being acting as the security trustee or trustees pursuant to this Deed) and as agent and trustee for the Issuer Secured Creditors (the "Issuer Security Trustee", which expression shall include such person and all other persons for the time being acting as the security trustee or trustees pursuant to the Issuer Deed of Charge).

WHEREAS:-

- (A) This Deed is supplemental to a deed of charge made the 7th day of March 2005 (the "Closing Date") between, *inter alios*, the Obligors and the Borrower Security Trustee (the "Original Borrower Deed of Charge") as amended and supplemented by a deed of charge (the "First Supplemental Borrower Deed of Charge") made the 8th day of May 2006 (the "Second Closing Date") and further amended and supplemented by a deed of charge (the "Second Supplemental Borrower Deed of Charge") made the 30th day of June 2008 (the "Third Closing Date") (together with the Original Borrower Deed of Charge, the First Supplemental Borrower Deed of Charge and the Second Supplemental Borrower Deed of Charge the "Borrower Deed of Charge") by which the Obligors granted security to the Borrower Security Trustee for the payment of the Borrower Secured Liabilities.
- (B) It was agreed in the Borrower Deed of Charge (*inter alia*) that the Obligors would enter into a charge by way of legal mortgage to charge in favour of the Borrower Security Trustee over the Mortgaged Properties.
- (C) The Borrower Security Trustee has agreed to take a first legal mortgage over the New Property (as hereinafter defined) which shall be part of the Mortgaged Properties.

NOW THIS DEED WITNESSES AND IT IS AGREED as follows:-

1 INTERPRETATION

In this Deed unless the context otherwise requires all words or expressions defined in the Borrower Deed of Charge or the Master Definitions and Construction Schedule signed by Freshfields Bruckhaus Deringer and Linklaters for identification and dated as of the Second Closing Date (as the same may be amended, varied or supplemented from time to time) shall have the same meanings where used in this Deed.

2 CHARGING CLAUSE

2.1 In pursuance of the Borrower Deed of Charge, the Initial Borrower:

2.1.1 as security for the payment or discharge of the Borrower Secured Liabilities, subject to Clause 5 of the Borrower Deed of Charge hereby charges 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 and leasehold property owned by it and described in the Schedule hereto (the "New Property") 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 New Property.

Such charges shall to the fullest extent possible be and 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 shall take effect by way of first fixed charge;

- 2.1.2 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 hereby charges 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 now or may hereafter become entitled in relation to the property referred to in Clause 2.1.1 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 party is now or at any time hereafter 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 "New Property Ancillary Property Rights").

3 BORROWER DEED OF CHARGE

- 3.1 **IT IS HEREBY AGREED AND DECLARED** that all the powers provisions covenants agreements and declarations contained in the Borrower Deed of Charge shall apply to the New Property hereby charged in the same manner as if the New Property and the New Property Ancillary Property Rights (together the "Further Charged Property") had been included in and charged by way of first legal mortgage and/or first fixed security by the Borrower Deed of Charge, and all the provisions of clauses 5.1, 5.2 (excluding 5.2(b),(c), (ii) and (iii)), 5.4, 6, 7, 8, 9, 10.7 and 11 of the Borrower Deed of Charge shall be deemed incorporated into this Supplemental Mortgage save that (i) references to the "Borrower Charged Property" and/or "Mortgaged Property" were a reference to the "Further Charged Property" and (ii) any reference in such clauses to a clause of the Borrower Deed of Charge were a reference to the corresponding clause in the Borrower Deed of Charge and not this Supplemental Mortgage.

- 3.2.1.1 The Borrower Deed of Charge, the supplemental mortgage dated 4 February 2011 made between, inter alia, the Initial Borrower (1) and the Issuer Security Trustee, the supplemental mortgage dated 15 July 2011 made between the Initial Borrower (1) and the Issuer Security Trustee (2) relating to Lendal Cellars York, the supplemental legal mortgage dated 26 April 2012 made between, inter alia, the Initial Borrower (1) and the Issuer Security Trustee (2) and any subsequent supplemental mortgages and this Supplemental Mortgage shall henceforth be read and construed together as one document and the Borrower Deed of Charge shall henceforth operate and have effect accordingly.

4 RESTRICTION

In respect of the properties specified or referred to in the Schedule to this Supplemental Mortgage, the title to which is, or is to be, registered at the Land Registry and in respect of any other registered titles in England and Wales against which this Supplemental Mortgage may be noted, the Initial Borrower hereby applies and as necessary shall apply upon this Supplemental Mortgage being registered forthwith to the Chief Land Registrar for restrictions in the following terms in respect of the charges to be entered on the Register of Title relating thereto:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 28th April 2013 in favour of HSBC TRUSTEE (CI.) LIMITED referred to in the charges register or, if appropriate signed on such proprietor's behalf by its secretary or conveyancer."

5 COUNTERPARTS

This Supplemental Mortgage made by Deed may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument. Delivery of a counterpart of this Supplemental Mortgage by email attachment or telecopy shall be an effective mode of delivery.

6 FURTHER ASSURANCE

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 Supplemental Mortgage.

7 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Supplemental Mortgage shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

8 GOVERNING LAW AND JURISDICTION

8.1 This Supplemental Mortgage is governed by and shall be construed in accordance with English law.

8.2 Each party to the Supplemental Mortgage hereby irrevocably agrees for the benefit of the other parties hereto that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Supplemental Mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this Supplemental Mortgage (in this Clause referred to as "Proceedings") may be brought in such courts.

8.3 Nothing contained in Clause 8.2 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 anyone or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not.

8.4 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 judgment 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.

8.5 The Borrower Security Trustee and the Issuer Security Trustee shall at all times maintain an agent for service of process any other documents in Proceedings in England or any other proceedings in connection with this Supplemental Mortgage. Such agent shall be HSBC Bank plc of 8 Canada Square, London E14 5HQ and any claim form, judgement or other notice of legal process shall be sufficiently served on the Borrower Security Trustee or the Issuer Security Trustee (as the case may be) if delivered to such agent at its address for the time being marked for the attention of the "Deputy Head of the Corporate Trust and Loan Agency". The Borrower Security Trustee and the Issuer Security Trustee undertake not to revoke the authority of the above agent, If, for any reason the appointment of such agent for process terminates, the Borrower Security Trustee and the Issuer Security Trustee (as applicable) shall promptly appoint another such agent with an address in England and advise the other parties to this Supplemental Mortgage thereof.

THE SCHEDULE

The New Property

Freehold

No.	House Name	Town	Property Description	Freehold Title Number	Consideration
1.	Church Wicketts	Dawley	The Church Wicketts Inn, Church Road, Dawley, Telford TF4 2AS	SL81206	£480,000.00
2.	Westdale	Carlton	The Westdale Tavern, 72- 74 Westdale Lane, Carlton, Nottingham NG4 3NA	NT361750	£425,000.00
3.	Broad Oak	Strelley Village	Broad Oak Inn, Main Street, Strelley Village, Nottingham NG8 6PD	NT442610	£815,000.00
4.	Bishops Tavern	Bristol	The Bishops Tavern 225-229 Cheltenham Road, Bristol, BS6 5QP	BL29259, BL24945 & AV68937	£940,000.00
5.	Pied Calf	Spalding	Pied Calf, Sheep Market, Spalding, Lincolnshire PE11 1BE	LL94739	£600,000.00
6.	Beechdale	Nottingham	The Beechdale Hotel, Beechdale Road, Nottingham NG8 3FE	NT442478	£810,000.00
7.	Clive Arms	Cardiff	The Clive Arms, 360 Cowbridge Road East, Canton, Cardiff CF4 1HE	CYM19451	£570,000.00
8.	Three Elms	Hereford	The Three Elms, 1 Canon Pyon Road, Hereford HR4 9QQ	HE13762	£875,000.00
9.	Poachers Pocket	Chatham	The Poachers Pocket, 135 Walderslade Road, Chatham, Kent ME5 0NB	K341962	£750,000.00
10.	Bull	Bedford	The Bull Hotel, 259 London Road, Bedford MK42 0PX	BD177552	£810,000.00
11.	Woolpack	Beckington	The Woolpack Inn, Warminster Road, Beckington, Frome, Somerset, BA11 6SP	ST87878	£1,200,000.00

12.	George Abbot	Guildford	George Abbott, 7-11 High Street, Guildford, Surrey GU2 4AB	SY670636	£945,000.00
13.	Meadow Covert	Edwalton	The Meadow Covert, Alford Road, West Bridgford, Edwalton, Nottingham NG12 4AT	NT90354	£900,000.00
14.	Three Ponds	Nuthall	The Three Ponds, Kimberley Road, Nuthall, Nottingham NG16 1DA	NT442535	£1,265,000.00
15.	Arkles	Liverpool	Arkles, 77 Anfield Road, Liverpool L4 0TJ	MS440530	£750,000.00
16.	Carpenters Arms	Hayes	The Carpenters Arms, 1370 Uxbridge Road, Hayes, Middlesex UB4 8JJ	MX463660	£750,000.00
17.	Chestnut Tree	Andover	The Chestnut Tree Inn, 227 Weyhill Road, Andover, Hampshire SP10 3LL	HP599448	£875,000.00
18.	Magna Charta	Lowdham	Magna Charta, Southwell Road, Lowdham, Nottinghamshire NG14 7DQ	NT443871	£1,050,000.00
19.	Chase	Thetford	The Chase, Newtown, Thetford, Norfolk IP24 3BN	NK136013	£1,710,000.00
20.	Three Moorhens	Hitchin	Three Moorhens, Hitchin Hill, Hitchin, Hertfordshire, SG4 9AJ	HD309142	£1,575,000.00
21.	Dog & Pheasant	Colchester	Dog & Pheasant, 24 Nayland Road, Mile End, Colchester CO4 5EG	EX473315	£1,050,000.00
22.	Red Hart	Hitchin	Red Hart Public House, -29 Bucklersbury, Hitchin, SG5 1BG	HD309139	£1,365,000.00
23.	Horse & Groom	Moorgreen	The Horse & Groom, Moorgreen, Newthorpe, Nottingham NG16 2FE	NT442752	£1,530,000.00
24.	Yorkshire Grey	Biggleswade	The Yorkshire Grey, 140 London Road, Biggleswade SG18 8EL	BD177500	£960,000.00

25.	Greyhound	Finchampstead	The Greyhound, Longwater Road, Finchampstead, Wokingham RG40 4NP	BK303594	£1,500,000.00
26.	Nabb Inn	Hucknall	The Nabb Inn, Nabbs Lane, Hucknall, Nottingham NG15 6NT	NT47418	£1,050,000.00
27.	Sandmartin	Thurrock	The Sandmartin, Drake Road, Chafford Hundred, Grays RM16 6PP	EX420175	£1,400,000.00
28.	Two Chimneys	Letchworth	The Two Chimneys, Stotfold Road, Letchworth, Hertfordshire SG6 4FA	HD309270	£1,225,000.00
					£28,175,000.00

Leasehold

No	House Name	Town	Property Description	Title Number	Consideration
1.	Church Wicketts	Dawley	The Church Wicketts Inn, Church Road, Dawley, Telford TF4 2AS	SL216621	£1.00
2.	Westdale	Carlton	The Westdale Tavern, 72-74 Westdale Lane, Carlton, Nottingham NG4 3NA	NT480739	£1.00
3.	Broad Oak	Strelley Village	Broad Oak Inn, Main Street, Strelley Village, Nottingham NG8 6PD	NT480718	£1.00
4.	Bishops Tavern	Bristol	The Bishops Tavern 225-229 Cheltenham Road, Bristol, BS6 5QP	BL128560, BL128557 & BL128561	£3.00
5.	Pied Calf	Spalding	Pied Calf, Sheep Market, Spalding, Lincolnshire PE11 1BE	LL333134	£1.00
6.	Beechdale	Nottingham	The Beechdale Hotel, Beechdale Road, Nottingham NG8 3FE	NT480716	£1.00
7.	Clive Arms	Cardiff	The Clive Arms, 360 Cowbridge Road East, Canton, Cardiff CF4 1HE	CYM556425	£1.00
8.	Three Elms	Hereford	The Three Elms, 1 Canon Pyon	HE47118	£1.00

			Road, Hereford HR4 9QQ		
9.	Poachers Pocket	Chatham	The Poachers Pocket, 135 Walderslade Road, Chatham, Kent ME5 0NB	TT2951	£1.00
10.	Bull	Bedford	The Bull Hotel, 259 London Road, Bedford MK42 0PX	BD283266	£1.00
11.	Woolpack	Beckington	The Woolpack Inn, Warminster Road, Beckington, Frome, Somerset, BA11 6SP	WS62080	£1.00
12.	George Abbot	Guildford	George Abbott, 7-11 High Street, Guildford, Surrey GU2 4AB	SY802530	£1.00
13.	Meadow Covert	Edwalton	The Meadow Covert, Alford Road, West Bridgford, Edwalton, Nottingham NG12 4AT	NT480760	£1.00
14.	Three Ponds	Nuthall	The Three Ponds, Kimberley Road, Nuthall, Nottingham NG16 1DA	NT480712	£1.00
15.	Arkles	Liverpool	Arkles, 77 Anfield Road, Liverpool L4 0TJ	MS592384	£1.00
16.	Carpenters Arms	Hayes	The Carpenters Arms, 1370 Uxbridge Road, Hayes, Middlesex UB4 8JJ	AGL254508	£1.00
17.	Chestnut Tree	Andover	The Chestnut Tree Inn, 227 Weyhill Road, Andover, Hampshire SP10 3LL	HP748282	£1.00
18.	Magna Charta	Lowdham	Magna Charta, Southwell Road, Lowdham, Nottinghamshire NG14 7DQ	NT480759	£1.00
19.	Chase	Thetford	The Chase, Newtown, Thetford, Norfolk IP24 3BN	NK418511	£1.00
20.	Three Moorhens	Hitchin	Three Moorhens Hitchin Hill Hitchin Hertfordshire SG4 9AJ	HD516426	£1.00
21.	Dog & Pheasant	Colchester	Dog & Pheasant, 24 Nayland Road, Mile End, Colchester CO4 5EG	EX878186	£1.00
22.	Red Hart	Hitchin	Red Hart Public House, -29 Bucklersbury, Hitchin, SG5 1BG	HD516424	£1.00
23.	Horse & Groom	Moorgreen	The Horse & Groom, Moorgreen, Newthorpe, Nottingham NG16 2FE	NT480755	£1.00
24.	Yorkshire Grey	Biggleswade	The Yorkshire Grey, 140 London Road, Biggleswade SG18 8EL	BD283267	£1.00
25.	Sandmartin	Thurrock	The Sandmartin, Drake Road, Chafford Hundred, Grays RM16 6PP	EX878192	£1.00

26.	Two Chimneys	Letchworth	The Two Chimneys, Stotfold Road, Letchworth, Hertfordshire SG6 4FA	HD516427	£1.00
					£28.00

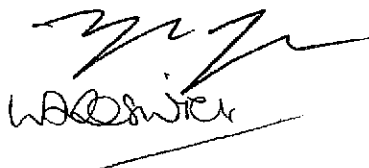
IN WITNESS whereof this Deed has been delivered on the day and year first above written

The Initial Borrower

EXECUTED as a **DEED** by **GREENE KING
RETAILING LIMITED** acting by two directors/one
director and the secretary:

Director:

Director/Secretary:

Handwritten signatures of two directors and a secretary. The first signature is a stylized 'GK' for Greene King. The second signature is 'W. B. Smith' for the secretary.

The Borrower Security Trustee

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

Authorised signatory:

Authorised signatory:

Handwritten signatures of Jacki Braid and Ursula Elliott. Jacki Braid's signature is 'JFBraid' and Ursula Elliott's signature is a stylized 'UE'.

Jacki Braid
Authorised Signatory

Ursula Elliott
Authorised Signatory