

# MR01

## Particulars of a charge

547494/13

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**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 charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
**21 days** beginning with the day after the date of creation.  
If delivered outside of the 21 days it will be rejected unless  
court order extending the time for delivery



You must enclose a certified copy of the instrument with  
this form and place it on the public record

WEDNESDAY



\*A37DBPJK\*  
A20 07/05/2014 #291  
COMPANIES HOUSE

### 1 Company details

Company number: 0 5 2 6 5 4 5 1  
Company name in full: Greene King Retailing Limited (the "Initial  
Borrower")

5111 For official use  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date: d0 d2 m0 m5 y2 y0 y1 y4

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name /	HSBC Trustee (C I.) Limited (the "Borrower Security Trustee")
--------	--

Name	
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

The Initial Borrower charges in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors (as defined in the charge) all of its right, title, interest and benefit present and future (if any), in, to and under

a) the freehold and leasehold property owned by it and described in the Schedule contained on the continuation page (the "New Property") and

b) 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

See continuation page for the Schedule

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

MR01

Particulars of a charge

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Dwf LLP

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Adam Russell

Company name DWF LLP

Address 1 Scott Place

2 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A A

Country

DX DX 14313 Manchester

Telephone 0161 638 0406



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



**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
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



**Important information**

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



**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



**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)

# MR01 - continuation page

## Particulars of a charge

4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

#### THE SCHEDULE

#### The New Property

#### Freehold

Property Description	Title Number
12 The Street, Charlwood, Horley	SY401503
162 Bath Road, Reading	BK387907 and BK112878
5 Water Street, Cambridge	CB152056
76-78A Kings Road, Reading	BK347926
Russell Drive, Wollaton	NT274746
Riverside Drive, Branston	SF394087
Market Place, Ilkeston	DY425415
Bridge End, Bromham	BD177496
62 High Street, Newmarket	SK123496
Tetbury Road, Old Sodbury, Bristol	GR193502
113 Station Road, Didcot	ON211463
80 High Street, Stevenage	HD309156
Loughborough Road, West Bridgeford	NT349497



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5265451

Charge code 0526 5451 0051

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2014 and created by GREENE KING RETAILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th May 2014

*Dx*

Given at Companies House, Cardiff on 12th May 2014



**Companies House**



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

Dated

2 May

2014

**GREENE KING RETAILING LIMITED**  
(as Initial Borrower)

and

**HSBC TRUSTEE (C.I.) LIMITED**  
(as Borrower Security Trustee)

**SUPPLEMENTAL MORTGAGE**  
over property portfolio

Certified to be a true copy of the  
original DWF LLP

DWF LLP

Scott Place

2 Hardman Street

Manchester

M3 3AA

Dated 02/05/14

THIS SUPPLEMENTAL MORTGAGE is made the 2 day of May two thousand and fourteen

**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)

**WHEREAS:-**

- (A) This Deed is supplemental to a deed of charge made the 7<sup>th</sup> 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 8<sup>th</sup> 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 30<sup>th</sup> 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, *inter alia*, 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 LLP and Linklaters LLP for identification and dated as of the Third 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 and each of (a) the supplemental mortgage dated 4 February 2011 made between, inter alios, the Initial Borrower (1) and the Borrower Security Trustee, the supplemental mortgage dated 15 July 2011 made between the Initial Borrower (1) and the Borrower Security Trustee (2) relating to Lendal Cellars York, (b) the supplemental legal mortgage dated 26 April 2012 made between, inter alios, the Initial Borrower (1) and the Borrower Security Trustee (2), (c) the supplemental legal mortgage dated 26 April 2013 made between the Initial Borrower (1) and the Borrower Security Trustee (2) and (d) 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 2014 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 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 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 undertakes 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 shall promptly appoint another such agent with an address in England and advise the other party to this Supplemental Mortgage thereof.

**THE SCHEDULE**  
The New Property

**Freehold**

<b>No</b>	<b>House Number</b>	<b>House Name</b>	<b>Town</b>	<b>Property Description</b>	<b>Title Number</b>
1	1530	Greyhound	Charlwood	12 The Street, Charlwood, Horley	SY401503
2	5252	George & Dragon	Reading	162 Bath Road, Reading	BK387907 and BK112878
3	1109	Green Dragon	Cambridgeshire	5 Water Street, Cambridge	CB152056
4	7748	Outlook	Reading	76-78A Kings Road, Reading	BK347926
5	4910	Wheelhouse	Nottingham	Russell Drive, Wollaton	NT274746
6	6498	Riverside House	Burton on Trent	Riverside Drive, Branston	SF394087
7	4877	Sir John Warren	Ilkeston	Market Place, Ilkeston	DY425415
8	4084	Swan	Bedford	Bridge End, Bromham	BD177496
9	1302	Bull	Newmarket	62 High Street, Newmarket	SK123496
10	6435	Cross Hands Hotel	Bristol	Tetbury Road, Old Sodbury, Bristol	GR193502
11	6682	Prince of Wales	Oxford	113 Station Road, Didcot	ON211463
12	4274	Red Lion	Hertfordshire	80 High Street, Stevenage	HD309156
13	1656	The Wolds	Nottingham	Loughborough Road, West Bridgeford	NT349497

**Leasehold**

None

1

• • • •

*[Handwritten signature]*

Wasservich

7

1

1