



Registration of a Charge

Company name: **GREENE KING RETAILING LIMITED**

Company number: **05265451**



X56A5HMWV

Received for Electronic Filing: **04/05/2016**

Details of Charge

Date of creation: **01/05/2016**

Charge code: **0526 5451 0056**

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

Brief description: **SEAGULL, FAREHAM, PO16 9DB REGISTERED WITH TITLE NUMBER HP598614; ROTHLEY COURT HOTEL, ROTHLEY, LE7 7LG REGISTERED WITH TITLE NUMBER LT264194; SNIPE, SUTTON IN ASHFIELD, NG17 1JE REGISTERED WITH TITLE NUMBER NT255584; EVENWOOD FARM, RUNCORN, WA7 1LZ REGISTERED WITH TITLE NUMBER CH553433; RAM, KINGSTON-UPON-THAMES, KT1 1HL REGISTERED WITH TITLE NUMBER SGL168222; BARLEY MOW, MILFORD, ST17 0UW REGISTERED WITH TITLE NUMBER SF426199; WILLOW FARM, CRAMLINGTON, NE23 7GA REGISTERED WITH TITLE NUMBER ND165688; VINE, KENTISH TOWN, NW5 1PB REGISTERED WITH TITLE NUMBER NGL914972; BALD FACED STAG, EAST FINCHLEY, N2 8AB REGISTERED WITH TITLE NUMBER AGL84077; GOLDEN LION, ST JAMES, SW1Y 6QY REGISTERED WITH TITLE NUMBER 431175; JOHN GILBERT, WORSLEY, M28 2YA REGISTERED WITH TITLE NUMBER GM380167; JOHN GILBERT, WORSLEY, M28 2YA REGISTERED WITH TITLE NUMBERS GM380168 AND GM108595.**

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: **DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5265451

Charge code: 0526 5451 0056

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2016 and created by GREENE KING RETAILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2016 .

Given at Companies House, Cardiff on 5th May 2016

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

1 May

2016

GREENE KING RETAILING LIMITED
(as Initial Borrower)

and

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

SUPPLEMENTAL MORTGAGE
over property portfolio

THIS SUPPLEMENTAL MORTGAGE is made the / day of May two thousand and sixteen

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 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 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 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 (2), (b) the supplemental mortgage dated 15 July 2011 made between the Initial Borrower (1) and the Borrower Security Trustee (2) relating to Lendal Cellars York, (c) the supplemental legal mortgage dated 26 April 2012 made between, inter alios, the Initial Borrower (1) and the Borrower Security Trustee (2), (d) the supplemental legal mortgage dated 26 April 2013 made between the Initial Borrower (1) and the Borrower Security Trustee (2), (e) the supplemental legal mortgage dated 2 May 2014 made between the Initial Borrower (1) and the Borrower Security Trustee (2) (f) the supplemental legal mortgage dated 2 June 2014 made between the Initial Borrower (1) and the Borrower Security Trustee (2) and (g) 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 2016 in favour

of HSBC TRUSTEE (CL.) 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

ID	Full Asset Name	Name	Asset Location	Post Code	Title Number
7962	Seagull (Fareham) LFL	Seagull	Fareham	PO16 9DB	HP598614 (FH)
6501	Rothley Court Hotel (Rothley) 14D	Rothley Court Hotel	Rothley	LE7 7LG	LT264194 (FH)
4879	Snipe (Sutton in Ashfield) LFL	Snipe	Sutton in Ashfield	NG17 1JE	NT255584 (FH)
5188	Evenwood Farm (Runcorn) LFL	Evenwood Farm	Runcorn	WA7 1LZ	CH553433 (FH)
1629	Ram (Kingston-upon-Thames) LFL	Ram	Kingston-upon-Thames	KT1 1HL	SGL168222 (FH)
4994	Barley Mow (Milford) LFL	Barley Mow	Milford	ST17 0UW	SF426199 (FH)
5193	Willow Farm (Cramlington)	Willow Farm	Cramlington	NE237GA	ND165688 (FH)
5689	Vine (Kentish Town) LFL	Vine	Kentish Town	NW5 1PB	NGL914972 (FH)
5676	Bald Faced Stag (East Finchley) LFL	Bald Faced Stag	East Finchley	N2 8AB	AGL84077 (FH)
5760	Golden Lion (St James)	Golden Lion	St James	SW1Y 6QY	431175 (FH)
4740	John Gilbert (Worsley) LFL (part)	John Gilbert	Worsley	M28 2YA	GM380167 (FH)
4740	John Gilbert (Worsley) LFL (part)	John Gilbert	Worsley	M28 2YA	GM380168 (FH) GM108595 (FH)

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:

[Redacted signature box]

Director/Secretary:

[Redacted signature box]

The Borrower Security Trustee

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

Authorised signatory:

Authorised signatory:

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:

The Borrower Security Trustee

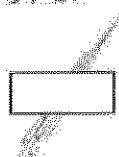
EXECUTED as a **DEED** by **HSBC TRUSTEE
(C.I.) LIMITED** acting by two authorised signatories:

Authorised signatory:



**Jacki Braid
Authorised Signatory**

Authorised signatory:



**William Dodds
Authorised Signatory**

