

626 070 113

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

MR01

## Particulars of a charge



Companies House

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

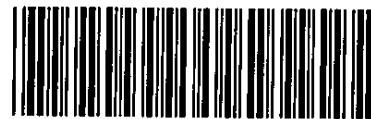
For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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



You must enclose a certified copy of the instrument with this form. The scanned and placed on the public record. **Do not send the original**

THURSDAY



\*A58S20X4\*

A22

09/06/2016

#94

COMPANIES HOUSE

## 1 Company details

Company number 0 5 2 6 5 4 5 1 ✓

Company name in full GREENE KING RETAILING LIMITED ✓

0059. For official use

→ 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 date

Charge creation date 0 6 0 6 2 0 1 6 ✓

## 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 ✓

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


<b>4</b>	<b>Brief description</b>	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
	Brief description	<p>Ma Camerons, 4, 6 and 8 Little Belmont Street, Aberdeen AB10 1JG, Burnbrae, Milngavie Road, Bearsden, Glasgow G61 3DQ, Trades House, 40 Nethergate, Dundee DD1 4ET, Home Farm View, Deanpark Way, Kirkcaldy KY2 6XZ, plus 34 further properties as detailed in the copy instrument attached</p>	

<b>5</b>	<b>Other charge or fixed security</b>	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
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<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
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<b>7</b>	<b>Negative Pledge</b>	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
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<b>8</b>	<b>Trustee statement <sup>①</sup></b>	<p>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</p> <p><input type="checkbox"/></p>	<p><sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)</p>
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<b>9</b>	<b>Signature</b>	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge</p>	
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# MRO1

## Particulars of a charge



### 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 **BRENDAN FRANCIS MIRNER**

Company name **TLT LLP**

Address **140 WEST GEORGE STREET**

Post town **GLASGOW**

County/Region

Postcode **G 2 2 H G**

Country

DX **GW138 GLASGOW**

Telephone **0333 006 1373**



### 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)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5265451

Charge code. 0526 5451 0059

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th June 2016 and created by GREENE KING RETAILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th June 2016.

DP

Given at Companies House, Cardiff on 16th June 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

We, GREENE KING RETAILING LIMITED, incorporated under the Companies Acts in England, (registered number 5265451) having our registered office at Westgate Brewery, Bury, St Edmunds, Suffolk IP33 1QT (hereinafter referred to as the "Chargor") considering that

- (1) in terms of the loan facility agreement (as amended or supplemented from time to time, the "Issuer/Borrower Facility Agreement") entered into between GREENE KING RETAILING LIMITED, incorporated under the Companies Acts in England (registered number 5265451) and having its registered office at Westgate Brewery, Bury, St Edmunds, Suffolk IP33 1QT (hereinafter referred to as the "Initial Borrower"), GREENE KING FINANCE PLC, incorporated under the Companies Acts in England (registered number 05333192) and having its registered office at Fifth Floor, 100 Wood Street, London EC2V 7EX (hereinafter referred to as the "Issuer") and others dated 7 March 2005 (as amended and restated on 8 May 2006, on 30 June 2008 and as further amended and restated on 26 May 2016 (the "Fourth Closing Date")), the Issuer has agreed to make available to the Initial Borrower certain loan facilities,
- (2) in security of the performance of, inter alia, the obligations of the Initial Borrower under or pursuant to the Issuer/Borrower Facility Agreement we have entered into a deed of charge (as amended or supplemented from time to time, including as aftermentioned, the "Borrower Deed of Charge") between us, the Initial Borrower, the Issuer, HSBC TRUSTEE (CI) LIMITED, incorporated under the laws of Jersey JE4 9PF, Channel Islands and now at HSBC House, Esplanade, St Helier, Jersey JE1 1GT (in its capacity as borrower security trustee thereunder, the "Borrower Security Trustee") and others dated 7 March 2005 (as amended and restated on 8 May 2006 by a deed supplemental thereto, as further amended and restated on 30 June 2008 by second deed supplemental thereto and as further amended and restated on 26 May 2016 by third deed supplemental thereto (the "Third Supplemental Borrower Deed of Charge"), in each case, between us, the Initial Borrower, the Issuer, the Borrower Security Trustee and others), in terms of which, inter alia, the Borrower Security Trustee agreed to hold on trust the security created by and pursuant to the Borrower Deed of Charge to secure the respective obligations of the parties thereto under the Issuer/Borrower Facility Agreement and the Borrower Deed of Charge,
- (3) in accordance with the terms of the Borrower Deed of Charge we have agreed to grant this deed, and
- (4) words and expressions defined in the Master Definitions and Construction Schedule signed by Freshfields Bruckhaus Deringer and Linklaters for the purposes of identification on 7 March 2005 (as the same may be amended from time to time including on the Fourth Closing Date) shall, unless the context otherwise requires have the same meaning herein

Now therefore we, the Chargor, in security of the payment and discharge of all moneys and liabilities whatsoever constituting the Borrower Secured Liabilities which now or at any time hereafter may (whether before or after demand) become due, owing or payable pursuant to clause 2 of the Borrower Deed of Charge and any variation or alteration thereof and the implementation pro tanto of clause 3.2 of the Third Supplemental Borrower Deed of Charge hereby grant a Standard Security in favour of the Borrower Security Trustee and its successor or successors as borrower security trustee and trustees under and in terms of the Borrower Deed of Charge over All and Whole the properties more particularly described in the schedule annexed and subscribed as relative hereto (the "Security Subjects") The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative of the time being shall apply And we agree that (One) the Standard Conditions shall be varied to the effect that in so far as the provisions of the Issuer/Borrower Facility Agreement and/or the Borrower Deed of Charge extend, add to, depart from or conflict with the Standard Conditions, the Issuer/Borrower Facility Agreement and/or the Borrower Deed of Charge (as the case may be) shall (subject to the provisions of the said Act) prevail and take effect and (Two) on and following the service of a Loan Enforcement Notice we shall be deemed to be in default within the meaning of Condition 9(1)(b) of the Standard Conditions whereupon and without prejudice to all other rights and powers under the said Act or the Relevant Documents, the Borrower Security Trustee shall be entitled to enter into possession of the Security Subjects and to take warrant of summary ejection against us for the

7.6.2016  
Certified a true copy  
Brenda. J. Shaw  
Solicitor  
140 West George Street  
Glasgow

purpose of obtaining such possession And we grant warrantice but excepting therefrom all leases or other rights of occupancy IN WITNESS WHEREOF

These presents consisting of this and the preceding page and the schedule annexed are SUBSCRIBED on behalf of the said GREENE KING RETAILING LIMITED

at *One Silk Street, London E2 8HQ*

on *26 May* 2016 by

*K Jones*

Director

*Lindsay Reswick*

~~Director/Secretary~~

*Kirk Jones*

Full Name

*LINDAY RESWICK*

Full Name

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY  
BY GREENE KING RETAILING LIMITED IN FAVOUR OF HSBC TRUSTEE (C I)  
LIMITED**

- 1 ALL and WHOLE the licensed premises known as and forming Ma Camerons, 4, 6 and 8 Little Belmont Street, Aberdeen AB10 1JG being the subjects registered in the Land Register of Scotland under Title Number ABN53757
- 2 ALL and WHOLE the licensed premises known as the Burnbrae, Milngavie Road, Bearsden, Glasgow G61 3DQ being the subjects registered in the Land Register of Scotland under Title Number DMB28846
- 3 ALL and WHOLE the licensed premises known as the Trades House, 40 Nethergate, Dundee DD1 4ET being the subjects registered in the Land Register of Scotland under Title Number ANG52033
- 4 ALL and WHOLE the licensed premises known as Home Farm View, Deanpark Way, Kirkcaldy KY2 6XZ being the subjects registered in the Land Register of Scotland under Title Number FFE6012
- 5 ALL and WHOLE the licensed premises known as the Prince of Wales, 7 – 11 St Nicholas Lane, Aberdeen AB10 1HF being the subjects registered in the Land Register of Scotland under Title Number ABN58952
- 6 ALL and WHOLE the licensed premises known as the Seven Kings, 32/42 Bridge Street, Dunfermline KY12 8DA being the subjects registered in the Land Register of Scotland under Title Number FFE80899
- 7 ALL and WHOLE the licensed premises known as the Caledonian Hotel, 81 High Street, Leven KY8 4NG being the subjects registered in the Land Register of Scotland under Title Number FFE60852
- 8 ALL and WHOLE the licensed premises known as the Wild Boar, 17a & 19 Belmont Street, Aberdeen AB10 1JR being the subjects registered in the Land Register of Scotland under Title Number ABN38358
- 9 ALL and WHOLE the licensed premises known as the Old Bank Bar, 34 Reform Street, Dundee DD1 1RH Dundee being the subjects registered in the Land Register of Scotland under Title Number ANG35026
- 10 ALL and WHOLE the licensed premises known as the Holburn Bar, 225 Holburn Street, Aberdeen AB10 6BL being the subjects registered in the Land Register of Scotland under Title Number ABN41028
- 11 ALL and WHOLE the licensed premises known as Carrick, 112/114 High Street, Irvine KA12 8AH being the subjects registered in the Land Register of Scotland under Title Number AYR49986
- 12 ALL and WHOLE the licensed premises known as the Granary, 14 – 18 Thunderton Place, Elgin IV30 1PG being the subjects registered in the Land Register of Scotland under Title Number MOR12030

- 13 ALL and WHOLE the licensed premises known as the Wellington Hotel, Wellington Road, Nigg, Aberdeen AB12 3JH being the subjects registered in the Land Register of Scotland under Title Numbers KNC10246 and KNC20886
- 14 ALL and WHOLE the licensed premises known as the Riverside Inn, Riverside Drive, Dundee DD2 1UH being the subjects registered in the Land Register of Scotland under Title Number ANG13046
- 15 ALL and WHOLE the licensed premises known as the Shepherds Rest, 10 Straik Road, Westhill AB32 6HF being the subjects registered in the Land Register of Scotland under Title Number ABN39227
- 16 ALL and WHOLE the licensed premises known as the Auctioneers, 28/30 Church Street, Inverness IV1 1EH being the subjects registered in the Land Register of Scotland under Title Number INV1427
- 17 ALL and WHOLE the licensed premises known as the Northern Bar, 325 George Street, Aberdeen AB25 1AE being the subjects registered in the Land Register of Scotland under Title Number ABN10348
- 18 ALL and WHOLE the licensed premises known as the Exchange, 40 & 42 Academy Street, Inverness IV1 1JT being the subjects registered in the Land Register of Scotland under Title Number INV546
- 19 ALL and WHOLE the licensed premises known as the Brasshouse, 33/35 Carnegie Drive, Dunfermline KY12 7AN being the subjects registered in the Land Register of Scotland under Title Number FFE18821
- 20 ALL and WHOLE the licensed premises known as the Cuddie Brae, 91 Newcraighall Road, Musselburgh EH21 8RX being the subjects registered in the Land Register of Scotland under Title Number MID70127
- 21 ALL and WHOLE the licensed premises known as the Blue Stane, 5 Alexandra Place, St Andrews KY16 9XD being the subjects registered in the Land Register of Scotland under Title Number FFE11124
- 22 ALL and WHOLE the licensed premises known as the Brig O'Don, 739 King Street, Aberdeen AB24 1XZ being the subjects registered in the Land Register of Scotland under Title Number ABN27407
- 23, ALL and WHOLE the licensed premises known as the Turf Hotel, 32 Eglinton Street, Irvine KA12 8PS being the subjects registered in the Land Register of Scotland under Title Number AYR41925
- 24 ALL and WHOLE the licensed premises known as Coopers, 499 Great Western Road, Glasgow G12 8HN being the subjects registered in the Land Register of Scotland under Title Number GLA3324
- 25 ALL and WHOLE the licensed premises known as the Maltman, 59/61 Renfield Street, Glasgow G2 1LF being the subjects registered in the Land Register of Scotland under Title Number GLA9535



- 26 ALL and WHOLE the licensed premises known as the Rhoderick Dhu, 21/23 Waterloo Street, Glasgow G2 6BZ being the subjects registered in the Land Register of Scotland under Title Number GLA101849
- 27 ALL and WHOLE the licensed premises known as the Picture House, 37/39 Main Street, Rutherglen, Glasgow G73 2JF being the subjects registered in the Land Register of Scotland under Title Numbers LAN62849 and LAN203653
- 28 ALL and WHOLE the licensed premises known as McCabes Bar, 80 Main Street, Largs KA30 8AL being the subjects registered in the Land Register of Scotland under Title Number AYR42111
- 29 ALL and WHOLE the licensed premises known as the White Hart Inn, 32/34 Grassmarket, Edinburgh EH1 2JU being the subjects registered in the Land Register of Scotland under Title Number MID126785
- 30 ALL and WHOLE the licensed premises known as the Counting House, 17 High Street, Dumbarton G82 1NF being the subjects registered in the Land Register of Scotland under Title Number DMB72730
- 31 ALL and WHOLE the licensed premises known as the Snaffle Bit, 979 Sauchiehall Street, Glasgow G3 7TQ and the flat at 12 Gray Street, Glasgow being the subjects registered in the Land Register of Scotland under Title Numbers GLA181212 and GLA193602
- 32 ALL and WHOLE the licensed premises known as the Advocate, 7 Hunter Square, Edinburgh EH1 1QW being the subjects registered in the Land Register of Scotland under Title Number MID126790
- 33 ALL and WHOLE the licensed premises known as the Merlin, 169/172 Morningside Road, Edinburgh EH10 4PU being the subjects registered in the Land Register of Scotland under Title Number MID70126
- 34 ALL and WHOLE the licensed premises known as the Albanach, 197 High Street, Edinburgh EH1 1PE being the subjects registered in the Land Register of Scotland under Title Number MID74032
- 35 ALL and WHOLE the licensed premises known as the Smiddy Inn, Ben Lawers Drive, Cumbernauld G68 9DN being the subjects registered in the Land Register of Scotland under Title Number DMB17222



Director



Director/Secretary