

# 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 the  
instrument Use form MR0



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10/05/2014

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COMPANIES HOUSE

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 the form is 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. This will be  
scanned and placed on the public record

SATURDAY

### 1 Company details

Company number 0 5 2 6 5 4 5 1

Company name in full GREENE KING RETAILING LIMITED

52 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 0 8 0 5 2 0 1 4

### 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

# MRO1

## Particulars of a charge

<b>4</b>	<b>Description</b>	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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	<p>Academical Vaults, 26 Burnbank Road, Hamilton ML3 9AA Borestone Bar, 1 Glasgow Road, Stirling FK7 0PE Butchers Arms, 443 &amp; 445 George Street, Aberdeen AB25 3YE Cameo Barn 23 Commercial Street, Leith, Edinburgh EH6 6JA Club, Newarthill, 76 High Street, Newarthill, Motherwell, ML1 5JH Drouthy Neebors, 1/2 West Princes Street, Edinburgh EH8 9PN Flying Scotsman, Broadloan, Renfrew PA4 0AP Four Mile Inn, Inverune Road, Bucksburn, Aberdeen AB21 9BB Grove Bar, 8 Kelvingrove Street, Glasgow G3 7RX O'Briens, 54 &amp; 56 Smith Street, Ayr KA7 1TF and Flat 1/W 54 Smith Street, Ayr KA7 1TS Old Bank Bar, 11 William Street, Greenock PA15 1BT Picture House, 12 Hume Street, Montrose DD10 8JD Rabbies, 23 Burns Statue Square, Ayr KA7 1SU and Flat 1/1 21 Burns Statue Square, Ayr KA7 1SU Royal Bar, 1 George Street, Bathgate EH48 1PW and 49 Bridge Street, Bathgate EH48 4PF Scot's Bonnet, Queens Drive, Kilmarnock KA1 3XB Stumps, 7/9 Peel Street, Glasgow G11 5LL Tappit Hen, Kirk Street, Dunblane FK15 0AL Whey Pat Tavern, 1 Bridge Street, St Andrews KY16 9AZ and Flat 8 Argyle Street, St Andrews KY16 9BP</p>		
<b>5</b>	<b>Fixed charge or fixed security</b>	<p>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</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>	
<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"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> 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 type="checkbox"/> <b>Yes</b></p>	
<b>7</b>	<b>Negative Pledge</b>	<p>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</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>	

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Trustee statement <sup>1</sup>

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

☐

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

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Signature

Please sign the form here

Signature

Signature

X

*Byllhang*

X

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

# MRO1

## 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 **B F MIRNER**

Company name **BOYLE SHAUGHNESSY**

Address **94 HOPE STREET**

Post town **GLASGOW**

County/Region

Postcode **G 2 6 Q B**

Country

DX

Telephone **0141 248 1888**



### 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 0052

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2014 and created by GREENE KING RETAILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2014.

Given at Companies House, Cardiff on 15th May 2014



**Companies House**



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

*P*

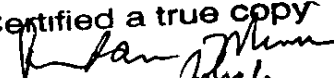
We, **GREENE KING RETAILING LIMITED**, incorporated under the Companies Acts (Company Number 05265451) and having our Registered Office at Westgate Brewery, Bury St Edmunds IP33 1QT (hereinafter referred to as the **Chargor**) **CONSIDERING** that

- (1) in terms of the loan facility agreement (as amended or supplemented from time to time, the **Issuer/Borrower Facility Agreement**) entered into between the Chargor, **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 Two thousand and five (as amended and restated on 8 May two thousand and six and as further amended and restated on 30 June 2008 (the **Third Closing Date**)), the Issuer has agreed to make available to us certain loan facilities,
- (2) in security of the performance of, *inter alia*, the obligations of the Chargor as Initial Borrower under or pursuant to the Issuer/Borrower Facility Agreement the Chargor has entered into a deed of charge (as amended or supplemented from time to time, including as aftermentioned, the Borrower Deed of Charge) between the Chargor (as Initial Borrower), the Issuer, **HSBC TRUSTEE (C.I.) LIMITED**, incorporated under the laws of Jersey and having its registered office at HSBC House, Esplanade, St Helier, Jersey JE1 1GT, Channel Islands (in its capacity as borrower security trustee thereunder, the **Borrower Security Trustee**) and others dated 7 March Two thousand and five (as amended and restated on 8 May two thousand and six by a deed supplemental thereto (the **First Supplemental Borrower Deed of Charge**) and as further amended and restated on 30 June two thousand and eight by a second deed supplemental thereto (the **Second Supplemental Borrower Deed of Charge**), in each case, between the Chargor (as 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 Two thousand and five (as the same may be amended from time to time including on the Third 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 Second 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 subjects listed in Part 1 of the Schedule (the **Schedule**) annexed and executed as relative hereto **TOGETHER WITH** (One) the whole buildings and other erections thereon, (Two) the fixtures and fittings therein and thereon, (Three) the parts, privileges and pertinents thereof, and (Four) the Chargor's whole right title and interest, present and future, therein and thereto (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

Boyle Shaughnessy,  
Solicitors

9.5.2014

Certified a true copy  


effect that in so far as the provisions of the Issuer/Borrower Facility Agreement or the Borrower Deed of Charge extend, add to, depart from or conflict with the Standard Conditions, the Issuer/Borrower Facility Agreement 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 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 are SUBSCRIBED on behalf of the said GREENE KING RETAILING LIMITED

at

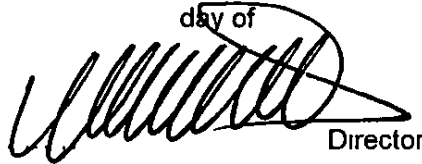
on the

day of

Two thousand and fourteen

by

/



Director

signature

KEN MULLBANKS

print name

in the presence of the witness hereunder subscribing

Richard Gilligan . . . . . witness

signature

RICHARD GILLIGAN

print name

WESTGATE BREWERY

BURY ST EDMUNDS SUFFOLK

1P33 1QT

address

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

ALL and WHOLE the licensed premises known as and forming the Academical Vaults, 26 Burnbank Road, Hamilton ML3 9AA being the subjects registered in the Land Register of Scotland under Title Number LAN80136,

ALL and WHOLE the licensed premises known as and forming the Borestone Bar, 1 Glasgow Road, Stirling FK7 0PE being the subjects registered in the Land Register of Scotland under Title Number STG19415,

ALL and WHOLE the licensed premises known as and forming the Butchers Arms, 443 & 445 George Street, Aberdeen AB25 3YE being the subjects registered in the Land Register of Scotland under Title Number ABN70009,

ALL and WHOLE the licensed premises known as and forming the Cameo Bar, 23 Commercial Street, Leith, Edinburgh EH6 6JA being the subjects registered in the Land Register of Scotland under Title Number MID20018,

ALL and WHOLE the licensed premises known as and forming the Club, 76 High Street, Newarthill ML1 5JH being the subjects registered in the Land Register of Scotland under Title Number LAN92633,

ALL and WHOLE the licensed premises known as and forming Drouthy Neebors, 1/ 2 West Preston Street, Edinburgh EH8 9PN being the subjects registered in the Land Register of Scotland under Title Number MID14104,

ALL and WHOLE the licensed premises known as and forming the Flying Scotsman, Broadloan, Renfrew PA4 0AP being the subjects registered in the Land Register of Scotland under Title Number REN65337,

ALL and WHOLE the licensed premises known as and forming the Four Mile Inn, Inverurie Road, Bucksburn, Aberdeen AB21 9BB being the subjects registered in the Land Register of Scotland under Title Number ABN63700,

ALL and WHOLE the licensed premises known as and forming the Grove Bar, 8 Kelvingrove Street, Glasgow G3 7RX being the subjects registered in the Land Register of Scotland under Title Number GLA171707,

ALL and WHOLE the licensed premises known as and forming O'Briens, 54 & 56 Smith Street, Ayr KA7 1TF being the subjects registered in the Land Register of Scotland under Title Number AYR29613 and the flatted dwellinghouse being the westmost house on the first floor at 54 Smith Street, Ayr KA7 1TS being the subjects registered in the Land Register of Scotland under Title Number AYR29629,

ALL and WHOLE the licensed premises known as and forming the Old Bank Bar, 11 William Street, Greenock PA15 1BT being the subjects registered in the Land Register of Scotland under Title Number REN10789,



ALL and WHOLE the licensed premises known as and forming the Picture House, 12 Hume Street, Montrose DD10 8JD being the subjects registered in the Land Register of Scotland under Title Number ANG53055,

ALL and WHOLE the licensed premises known as and forming Rabbies, 23 Burns Statue Square, Ayr KA7 1SU being the subjects registered in the Land Register of Scotland under Title Number AYR2961 and the southeastmost flat on the first floor at 21 Burns Statue Square, Ayr KA7 1SU being the subjects registered in the Land Register of Scotland under Title Number AYR29616,

ALL and WHOLE the licensed premises known as and forming the Royal Bar, 1 George Street, Bathgate EH48 1PW and 49 North Bridge Street, Bathgate EH48 4PF being the subjects registered in the Land Register of Scotland under Title Number WLN32511,

ALL and WHOLE the licensed premises known as and forming Scot's Bonnet, Queens Drive, Kilmarnock KA1 3XB being the subjects registered in the Land Register of Scotland under Title Number AYR11710,

ALL and WHOLE the licensed premises known as and forming Stumps, 7 /9 Peel Street, Glasgow G11 5LL being the subjects registered in the Land Register of Scotland under Title Number GLA117157,

ALL and WHOLE the licensed premises known as and forming the Tappit Hen, Kirk Street, Dunblane FK15 0AL being the subjects registered in the Land Register of Scotland under Title Number PTH40661,

ALL and WHOLE the licensed premises known as and forming the Whey Pat Tavern, 1 Bridge Street, St Andrews KY16 9AZ being the subjects registered in the Land Register of Scotland under Title Number FFE56123 and the first and second floor flats above known as 8 Argyle Street, St Andrews KY16 9BP being the subjects registered in the Land Register of Scotland under Title Numbers FFE56125

x 

to be signed by director signing deed