

MR01

Particulars of a charge

551477113

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

☒ **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 MR02

For further information, please
refer to our guidance at
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 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.
scanned and placed on the public record



A08 *A39CV5MR* #129
04/06/2014
COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number ☒ 0 5 2 6 5 4 5 1

Company name in full ☒ Greene King Retailing Limited (the "Initial
Borrower")

5 3 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 2 / 0 6 / 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 (the "Borrower Security
Trustee")

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

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Particulars of a charge

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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

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Particulars of a charge

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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

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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 603 5000



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 or email 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

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

FH Title No	House	Location	Postcode
HP415058	Fleming Arms	Southampton	SO18 2QN
HD292635	Plume of Feathers	Tewin	AL6 0LX
ON122327	Swan	Pangbourne	RG8 7DU
DY308764	Bonnie Prince	Chellaston	DE73 5UE
CH367854	Brocklehurst Arms	Tytherington	SK10 2HA
WM558993 & WM620214	Crabmill	Oldswinford	DY8 2JP
HP19202	Emporium	Fleet	GU51 3QW
SYK430106	Frog & Parrot	Sheffield	S1 4GF
SK124024	Greengage	Bury St Edmunds	IP32 6DE
CB51845	Harrier	Peterborough	PE4 7DS
BD177658	Jolly Milliner	Luton	LU3 2JR
BD177607	Jolly Topers	Luton	LU2 7SP
MS443064	Meadows	Liverpool	L31 7AD
GM650068	Moorfield	Sale	M33 3NW
NT442269	Nurseryman	Beeston	NG9 3AE
NT100172	Peacock	Clifton	NG11 9FB
CH459878	Rising Sun Inn	Wistaston	CW2 8SB
EX474347	Roaring Donkey	Clacton-On-Sea	CO15 6PD
SL171620	Two Henrys	Battlefield	SY4 3EQ

Continued on next page ..

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

Continued

LT226313	Welby	Melton Mowbray	LE13 0NP
HD309339	White Lion	Sawbridgeworth	CM21 9EN
SK123504	Rushbrooke Arms	Sicklesmere	IP30 0BU
EX191753	Inn on the Green	Stanford Le Hope	SS17 0ER
HD257753	Doctors Tonic	Welwyn Garden City	AL8 6PR
CB151026	Red Lion	Grantchester	CB3 9NF
GR237351	Norwood Arms	Cheltenham	GL53 0AX
MS331795	Ring O'Bells	West Kirby	CH48 7HE
EX510561	Swan	Brentwood	CM14 4RX
LT323279	Oadby Owl	Oadby	LE2 4PE

Leasehold

None



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5265451

Charge code: 0526 5451 0053

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd June 2014 and created by GREENE KING RETAILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2014.

DT-

Given at Companies House, Cardiff on 9th June 2014



Companies House



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

Dated

2 June

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 03/06/2014

THIS SUPPLEMENTAL MORTGAGE is made the 2 day of June 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 7th day of March 2005 (the "Closing Date") between, *inter alios*, the Obligor 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 Obligor 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 Obligor 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), (u) and (uu)), 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, 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), (d) the supplemental legal mortgage dated 2 May 2014 made between the Initial Borrower (1) and the Borrower Security Trustee (2) and (e) 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, judgment 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

GK No	FH Title No	House	Location	Postcode
1726	HP415058	Fleming Arms	Southampton	SO18 2QN
8646	HD292635	Plume of Feathers	Tewin	AL6 0LX
5297	ON122327	Swan	Pangbourne	RG8 7DU
4647	DY308764	Bonnie Prince	Chellaston	DE73 5UE
1645	CH367854	Brocklehurst Arms	Tytherington	SK10 2HA
4796	WM558993 & WM620214	Crabmill	Oldswinford	DY8 2JP
1558	HP19202	Emporium	Fleet	GU51 3QW
7776	SYK430106	Frog & Parrot	Sheffield	S1 4GF
1073	SK124024	Greengage	Bury St Edmunds	IP32 6DE
4331	CB51845	Harrier	Peterborough	PE4 7DS
4187	BD177658	Jolly Milliner	Luton	LU3 2JR
4194	BD177607	Jolly Topers	Luton	LU2 7SP
7862	MS443064	Meadows	Liverpool	L31 7AD
1659	GM650068	Moorfield	Sale	M33 3NW
4789	NT442269	Nurseryman	Beeston	NG9 3AE
4834	NT100172	Peacock	Clifton	NG11 9FB
1648	CH459878	Rising Sun Inn	Wistaston	CW2 8SB
1237	EX474347	Roaring Donkey	Clacton-On-Sea	CO15 6PD
4900	SL171620	Two Henrys	Battlefield	SY4 3EQ
1665	LT226313	Welby	Melton Mowbray	LE13 0NP
4518	HD309339	White Lion	Sawbridgeworth	CM21 9EN
1324	SK123504	Rushbrooke Arms	Sicklesmere	IP30 0BU

1482	EX191753	Inn on the Green	Stanford Le Hope	SS17 0ER
1503	HD257753	Doctors Tonic	Welwyn Garden City	AL8 6PR
4129	CB151026	Red Lion	Grantchester	CB3 9NF
7876	GR237351	Norwood Arms	Cheltenham	GL53 0AX
7939	MS331795	Ring O'Bells	West Kirby	CH48 7HE
7991	EX510561	Swan	Brentwood	CM14 4RX
8637	LT323279	Oadby Owl	Oadby	LE2 4PE

Leasehold

None

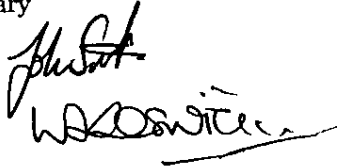
IN WITNESS whereof this Deed has been delivered on the day and year first above written

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 block contains two handwritten signatures. The first signature is written over the 'Director' label and the second signature is written over the 'Director/Secretary:' label. Both signatures appear to be in cursive script.

The Borrower Security Trustee

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

Authorised signatory.

Authorised signatory:

Dated 2 June

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 03/06/14

THIS SUPPLEMENTAL MORTGAGE is made the 2 day of June 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 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, *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, 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), (d) the supplemental legal mortgage dated 2 May 2014 made between the Initial Borrower (1) and the Borrower Security Trustee (2) and (e) 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

GK No	FH Title No.	House	Location	Postcode
1726	HP415058	Fleming Arms	Southampton	SO18 2QN
8646	HD292635	Plume of Feathers	Tewin	AL6 0LX
5297	ON122327	Swan	Pangbourne	RG8 7DU
4647	DY308764	Bonnie Prince	Chellaston	DE73 5UE
1645	CH367854	Brocklehurst Arms	Tytherington	SK10 2HA
4796	WM558993 & WM620214	Crabmill	Oldswinford	DY8 2JP
1558	HP19202	Emporium	Fleet	GU51 3QW
7776	SYK430106	Frog & Parrot	Sheffield	S1 4GF
1073	SK124024	Greengage	Bury St Edmunds	IP32 6DE
4331	CB51845	Harrier	Peterborough	PE4 7DS
4187	BD177658	Jolly Milliner	Luton	LU3 2JR
4194	BD177607	Jolly Topers	Luton	LU2 7SP
7862	MS443064	Meadows	Liverpool	L31 7AD
1659	GM650068	Moorfield	Sale	M33 3NW
4789	NT442269	Nurseryman	Beeston	NG9 3AE
4834	NT100172	Peacock	Clifton	NG11 9FB
1648	CH459878	Rising Sun Inn	Wistaston	CW2 8SB
1237	EX474347	Roaring Donkey	Clacton-On-Sea	CO15 6PD
4900	SL171620	Two Henrys	Battlefield	SY4 3EQ
1665	LT226313	Welby	Melton Mowbray	LE13 0NP
4518	HD309339	White Lion	Sawbridgeworth	CM21 9EN
1324	SK123504	Rushbrooke Arms	Sicklesmere	IP30 0BU

1482	EX191753	Inn on the Green	Stanford Le Hope	SS17 0ER
1503	HD257753	Doctors Tonic	Welwyn Garden City	AL8 6PR
4129	CB151026	Red Lion	Grantchester	CB3 9NF
7876	GR237351	Norwood Arms	Cheltenham	GL53 0AX
7939	MS331795	Ring O'Bells	West Kirby	CH48 7HE
7991	EX510561	Swan	Brentwood	CM14 4RX
8637	LT323279	Oadby Owl	Oadby	LE2 4PE

Leasehold

None

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:

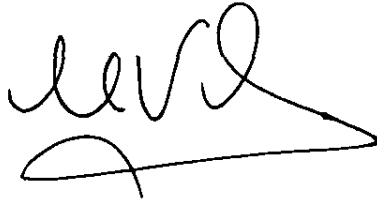
The Borrower Security Trustee

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

Authorised signatory: 

Jacki Braid
Authorised Signatory

Authorised signatory.



Ursula Elliott
Authorised Signatory