

MR01

Particulars of a charge

473687/13

Laserform

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 MR08.

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 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
must be scanned and placed on the public record. **Do not send the original.**



A42FWME8

A20

04/03/2015

#317

COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 05265451

Company name in full Greene King Retailing Limited

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 02/03/2015

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 (CI) 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

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4

Brief description

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

Brief description

The freehold land on the north side of the Horse & Jockey, Faringdon SN7 8NN comprised in title number ON245919

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"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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

PLT 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

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 **Emily Topham**

Company name **TLT LLP**

Address **One Redcliff Street**

Post town **Bristol**

County/Region

Postcode **B S 1 6 T P**

Country

DX **7815 Bristol**

Telephone **0333 00 60000**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5265451

Charge code: 0526 5451 0055

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2015 and created by GREENE KING RETAILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2015

9

Given at Companies House, Cardiff on 12th March 2015



Companies House



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

Dated

2 March

2015

GREENE KING RETAILING LIMITED
(as Initial Borrower)

and

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

SUPPLEMENTAL MORTGAGE
over property portfolio

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Julian 21/3/2015

THIS SUPPLEMENTAL MORTGAGE is made the
two thousand and fifteen

2 day of March

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 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 property specified or referred to in the Schedule to this Supplemental Mortgage, the title to which is 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 2015 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.

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

Authorised signatory

THE SCHEDULE
The New Property

Freehold

| GK No | FH Title No | House | Location | Postcode |
|--------------|--------------------|---|-----------------|-----------------|
| 5473 | ON245919 | Land on the north side of the Horse & Jockey | Faringdon | SN7 8NN |