



**Registration of a Charge**

Company name: **GREENE KING RETAILING LIMITED**

Company number: **05265451**



X753HCRV

Received for Electronic Filing: **02/05/2018**

**Details of Charge**

Date of creation: **30/04/2018**

Charge code: **0526 5451 0060**

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

Brief description: (1) LAND AT LEICESTER ROAD, RUGBY (TITLE NUMBER WK470993) (2) LAND AT QUEENBOROUGH LANE, GREAT NOTLEY, BRAINTREE (TITLE NUMBER EX889513) (3) THE GATEHOUSE, KELLARD PLACE, KING'S LYNN, PE30 5DG (TITLE NUMBER NK435177) (4) LAND ON SOUTH SIDE OF CARSINGTON DRIVE, TUNSTALL, STOKE ON TRENT (TITLE NUMBER SF591896) (5) LAND AT HEATHCOTE LANE, WARWICK (TITLE NUMBER WK466160) (6) 1 ORIENT WAY, PRIDE PARK DERBY, DE24 8BY (TITLE NUMBER DY357279) (7) THE CASTLE AND BALL HOTEL, 119 HIGH STREET, MARLBOROUGH, SN8 1LZ (TITLE NUMBER WT170325) (8) THE HARVEST MOON, FRIEDBERG AVENUE, BISHOP'S STORTFORD, CM23 4RF (TITLE NUMBER HD204343) (9) PLOT G, WESTON GATEWAY BUSINESS PARK, SOMERSET AVENUE, WEST WICK, WESTON-SUPER-MARE (TITLE NUMBER ST306257) (10) 116 THORNBRIDGE AVENUE, BRMINGHAM, B42 2AE (TITLE NUMBER WM732644) (11) THE FERNHURST HOTEL, 466 BOLTON ROAD, BLACKBURN, BB2 4JP (TITLE NUMBER LAN121676) (12) THE SWAN, COLLEGE ROAD, ABBOTS LANGLEY, WD5 0NR (TITLE NUMBER HD309131) (13) 773 LONDON ROAD, LARKFIELD, AYLESFORD, ME20 6DE (TITLE NUMBER K492710) (14) THE HOODEN HORSE, 1 RICHBOROUGH CLOSE, MARGATE, CT9 4FA (TITLE NUMBER TT27104) (15) THE PRINCE OF WALES, 113 STATION ROAD, DIDCOT, OX11 7NN (TITLE NUMBER ON211463) (16) THE HAVELOCK PUBLIC HOUSE, 57 MASBRO ROAD, LONDON, W14 0LS (TITLE NUMBER BGL93487) (17) STRAWBERRY FIELD, CHARITY CRESCENT, EVESHAM, WR11 2UT (TITLE NUMBER HW175888) (18) THE BEES KNEES, MERIDIAN WAY, LEICESTER, LE19 1LW (TITLE NUMBER LT283879)

**Contains fixed charge(s).**

**Contains negative pledge.**

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## Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

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## Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DWF LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5265451

Charge code: 0526 5451 0060

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2018 and created by GREENE KING RETAILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2018 .

Given at Companies House, Cardiff on 4th May 2018

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

Dated

30<sup>th</sup> April

2018

**GREENE KING RETAILING LIMITED**  
*(as Initial Borrower)*

and

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

**SUPPLEMENTAL MORTGAGE**  
over property portfolio

THIS SUPPLEMENTAL MORTGAGE is made the 30<sup>th</sup> day of April two thousand and eighteen

## **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 7<sup>th</sup> 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 (i) a deed of charge (the "First Supplemental Borrower Deed of Charge") made the 8<sup>th</sup> day of May 2006 (the "Second Closing Date"); (ii) by a deed of charge (the "Second Supplemental Borrower Deed of Charge") made the 30<sup>th</sup> day of June 2008 (the "Third Closing Date"); and (iii) by a deed of charge (the "Third Supplemental Borrower Deed of Charge") made the 26<sup>th</sup> day of May 2016 (the "Fourth Closing Date") (together with the Original Borrower Deed of Charge, the First Supplemental Borrower Deed of Charge, the Second Supplemental Borrower Deed of Charge and the Third Supplemental Borrower Deed of Charge the "Borrower Deed of Charge") by which the Obligors granted security to the Borrower Security Trustee for the payment of the Borrower Secured Liabilities.
- (B) It was agreed in the Borrower Deed of Charge (*inter alia*) that the Obligors would enter into a charge by way of legal mortgage to charge in favour of the Borrower Security Trustee the Mortgaged Properties.
- (C) The Borrower Security Trustee has agreed to take a first legal mortgage over, *inter alia*, the New Property (as hereinafter defined) which shall be part of the Mortgaged Properties.

**NOW THIS DEED WITNESSES AND IT IS AGREED** as follows:-

### **1 INTERPRETATION**

In this Deed unless the context otherwise requires all words or expressions defined in the Borrower Deed of Charge or the Master Definitions and Construction Schedule signed by Freshfields Bruckhaus Deringer LLP and Linklaters LLP for identification and dated 26 May 2016 (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 (i) each of the supplemental mortgages made between, inter alios, the Initial Borrower (1) and the Borrower Security Trustee (2), dated 19 September 2005, 10 August 2006, 31 March 2007, 6 September 2007, 14 March 2008, 2 May 2008, 19 January 2010, 24 March 2010, 29 April 2010, 4 February 2011, 15 July 2011, 8 August 2011, 26 April 2012, 28 April 2013, 2 May 2014, 8 May 2014, 2 June 2014, 6 June 2014, 2 March 2015 and 26 May 2016, (ii) this Supplemental Mortgage and (iii) any subsequent supplemental mortgages 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 2018 in favour of HSBC TRUSTEE (CL.) LIMITED referred to in the charges register or, if appropriate signed on such proprietor's behalf by its secretary or conveyancer."

## **5 COUNTERPARTS**

This Supplemental Mortgage made by Deed may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument. Delivery of a counterpart of this Supplemental Mortgage by email attachment or telecopy shall be an effective mode of delivery.

## **6 FURTHER ASSURANCE**

Each of the parties hereto agrees to perform all further acts and things and execute and deliver such further documents as may be required by law or reasonably desirable to give effect to this Supplemental Mortgage.

## **7 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Supplemental Mortgage shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **8 GOVERNING LAW AND JURISDICTION**

8.1 This Supplemental Mortgage is governed by and shall be construed in accordance with English law.

8.2 Each party to the Supplemental Mortgage hereby irrevocably agrees for the benefit of the other parties hereto that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Supplemental Mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this Supplemental Mortgage (in this Clause referred to as "Proceedings") may be brought in such courts.

8.3 Nothing contained in Clause 8.2 shall limit any right to take any Proceedings against any of the parties hereto in any other court of competent jurisdiction nor shall the taking of Proceedings in anyone or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not.

8.4 Each party hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or hereafter to the laying of the venue of any Proceedings in the courts referred to in this Clause and any claim that any such Proceedings have been brought in an inconvenient forum and undertakes not to attempt or apply to have any such Proceedings which are brought in such court stayed, suspended or dismissed on any ground as is referred to above, and further irrevocably agrees that judgment in any Proceedings brought in the courts referred to in this Clause shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

8.5 The Borrower Security Trustee shall at all times maintain an agent for service of process any other documents in Proceedings in England or any other proceedings in connection with this Supplemental Mortgage. Such agent shall be HSBC Bank plc of 8 Canada Square, London E14 5HQ and any claim form, judgement or other notice of legal process shall be sufficiently served on the Borrower Security Trustee if delivered to such agent at its address for the time being marked for the attention of the "Deputy Head of the Corporate Trust and Loan Agency". The Borrower Security Trustee undertakes not to revoke the authority of the above agent, If, for any reason the appointment of such agent for process terminates, the Borrower Security Trustee shall promptly appoint another such agent with an address in England and advise the other party to this Supplemental Mortgage thereof.

**THE SCHEDULE**  
The New Property

<b>Id</b>	<b>Full Asset Name</b>	<b>Asset Location</b>	<b>Post Code</b>	<b>Title Number</b>
1760	Steam Turbine (Rugby)	land at Leicester Road, Rugby		WK470993
1744	Branocs Tree (Braintree)	land at Queenborough Lane, Great Notley, Braintree		EX <del>2</del> 889513
1728	Gatehouse (Kings Lynn)	The Gatehouse, Kellard Place, King's Lynn	PE30 5DG	NK435177
1777	Chatterley Whitfield (Stoke on Trent)	land on south side of Carsington Drive, Tunstall, Stoke on Trent		SF591896
1740	Royal Horse (Leamington Spa)	land at Heathcote Lane, Warwick		WK466160
1741	Merlin (Derby)	1 Orient Way, Pride Park, Derby	DE24 8BY	DY357279
6422	Castle & Ball Hotel (Marlborough)	The Castle and Ball Hotel, 119 High Street, Marlborough	SN8 1LZ	WT170325
4517	Harvest Moon (Bishops Stortford)	The Harvest Moon, Friedberg Avenue, Bishop's Stortford	CM23 4RF	HD204343
1756	Super Mare (Weston Super Mare)	Plot G, Weston Gateway Business Park, Somerset Avenue, West Wick, Weston-super-Mare		ST306257
1732	Beeches (Great Barr)	116 Thornbridge Avenue, Birmingham	B42 2AE	WM732644
1730	Fernhurst (Blackburn)	The Fernhurst Hotel, 466 Bolton Road, Blackburn	BB2 4JP	LAN121676
4001	Swan (Abbots Langley)	The Swan, College Road, Abbots Langley	WD5 0NR	HD309131



1767	Wealden Hall (Larkfield)	773 London Road, Larkfield, Aylesford	ME20 6DE	K492710
1768	Hooden Horse (Westwood Cross)	The Hooden Horse, 1 Richborough Close, Margate	CT9 4FA	TT27104
6682	Prince of Wales (Didcot)	The Prince of Wales, 113 Station Road, Didcot	OX11 7NN	ON211463
5761	Havelock Tavern (Brook Green)	The Havelock Public House, 57 Masbro Road, London	W14 0LS	BGL93487
6723	Strawberry Field (Evesham)	Strawberry Field, Charity Crescent, Evesham	WR11 2UT	HW175888
6282	Bees Knees (Leicester)	The Bees Knees, Meridian Way, Leicester	LE19 1LW	LT283879

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: