



**Registration of a Charge**

Company name: **GREENE KING RETAILING LIMITED**

Company number: **05265451**



X80B2IW8

Received for Electronic Filing: **01/03/2019**

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**Details of Charge**

Date of creation: **26/02/2019**

Charge code: **0526 5451 0064**

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

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING COMPASS (FORMERLY KNOWN AS THE GRANARY), ST DAVID'S BUSINESS PARK, DALGETY BAY BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBERS FFE84542 AND FFE3686; ALL AND WHOLE THE SUBJECTS KNOWN AS THE GROSVENOR BAR, 26-28 SHANDWICK PLACE, EDINBURGH, EH2 4RT BEING THE SHOP AND PUBLIC HOUSE ON THE GROUND OR STREET FLAT OF THE BLOCK 20 TO 30 (EVEN NUMBERS) SHANDWICK PLACE, WITH BASEMENT AND CELLARS BENEATH SAID SHOP AND PUBLIC HOUSE BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID70284; FOR FURTHER DETAILS PLEASE REFER TO THE INSTRUMENT.**

**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: **SHEPHERD AND WEDDERBURN LLP**



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

Company number: 5265451

Charge code: 0526 5451 0064

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2019 and created by GREENE KING RETAILING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2019 .

Given at Companies House, Cardiff on 4th March 2019

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

Certified to be a true copy of the original

Name .....

For TLT LLP

Dated 22 FEBRUARY 2019 .....

**Form of Scottish Standard Security – Land Register**

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 (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 and on 30 June 2008, as further amended and restated on 22 May 2017 and as further amended and restated on 22 February 2019 (the "Fifth 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 (C.I.) LIMITED, incorporated under the laws of Jersey and having its registered office formerly at 1 Grenville Street, St. Helier, Jersey JE4 9PF, Channel Islands and now 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 2005 (as amended and restated on 8 May 2006 by a deed supplemental thereto, as further amended and restated on 30 June 2008 by a second deed supplemental thereto, as further amended and restated on 26 May 2016 by a third deed supplemental thereto and as further amended and restated on 22 February 2019 by a fourth deed supplemental thereto (the "Fourth 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 LLP for the purposes of identification on 7 March 2005 (as the same may be amended from time to time including on the Fifth 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 Fourth 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 purpose of obtaining such possession: And we grant warrandice 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 EXECUTED on behalf of the said GREENE KING RETAILING LIMITED as follows:-

One Silk Street  
AT London, EC2Y 8HQ EXECUTED on 19 February 2019  
by

**GREENE KING RETAILING LIMITED**

acting by

EILEEN TINDALL

Attorney

In the presence of:

Witness' signature:

Name: Jenny To

Address 1 Silk Street, London, EC2Y 8HQ

AT LONDON  
ON 19 FEBRUARY 2019

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

**Compass**

ALL and WHOLE the subjects known as and forming Compass (formerly known as The Granary), St David's Business Park, Dalgety Bay being the subjects registered in the Land Register of Scotland under Title Numbers FFE84542 and FFE3686

**The Grosvenor Bar**

ALL and WHOLE the subjects known as The Grosvenor Bar, 26-28 Shandwick Place, Edinburgh, EH2 4RT being the shop and public house on the ground or street flat of the Block 20 to 30 (even numbers) Shandwick Place, with basement and cellars beneath said shop and public house being the subjects registered in the Land Register of Scotland under Title Number MID70284

**Christies**

ALL and WHOLE the subjects known as and forming Christies, 73 Kinnoull Street, Perth, 28 and 30 Carpenter Street, Perth and 32 Carpenter Street, Perth being the subjects registered in the Land Register of Scotland under Title Number PTH23272

**City Wall**

ALL and WHOLE the public house known as City Walls being the premises at the rear of 45 to 51 King Street, Stirling comprising the ground floor tinted pink, blue, yellow and green on the Title Plan, the first floor tinted pink, blue, green and brown on the said Title Plan and the second floor tinted pink on the said Title Plan, with the area tinted mauve on the said Title Plan, which subjects are registered in the Land Register of Scotland under Title Number STG23523

**Cold Beer**

ALL and WHOLE the subjects known as and forming Cold Beer, 84 Murray Place, Stirling, FK8 2BP tinted pink on the Title Plan with the cellars tinted blue on the said Title Plan and with access thereto by way of hatches in the solum of Murray Place, being the subjects registered in the Land Register of Scotland under Title Number STG16130

**Custom House**

ALL and WHOLE the subjects known as and forming Custom House, North Strand Street, Stranraer, DG9 7RB being the subjects registered in the Land Register of Scotland under Title Number WGN3657

**Kittoch**

ALL and WHOLE the subjects known as and forming Kittoch, Stewartfield Crescent, East Kilbride, G74 4US being the subjects on the north east side of Stewartfield Crescent, East Kilbride and registered in the Land Register of Scotland under Title Number LAN120685

**Mackenzies**

ALL and WHOLE the subjects known as and forming Mackenzies Bar, 125 Grampian Road, Aviemore, PH22 1RL being the subjects registered in the Land Register of Scotland under Title Number INV8409

**Overlee**

ALL and WHOLE the subjects known as and forming Overlee, 10, 12, 14 Busby Road, Clarkston, G76 9PB being the subjects within the land edged red on the Title Plan comprising the ground floor tinted blue on the said Title Plan and the first floor tinted blue and pink on the said Title Plan of the Block 10 and 12 Busby Road, Clarkston and 14 Busby Road, Clarkston which subjects are registered in the Land Register of Scotland under Title Number REN116442

**Tailrace**

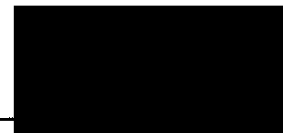
ALL and WHOLE the subjects known as and forming Tailrace Inn, Riverside Road, Kinlochleven, PH50 4QH being the subjects registered in the Land Register of Scotland under Title Number INV22278

**Titan**

ALL and WHOLE the subjects known as and forming Titan (formerly known as Boulevard Hotel), Great Western Road, Clydebank, G81 2XT being the subjects registered in the Land Register of Scotland under Title Number DMB87473

**Worlds End**

ALL and WHOLE the public house World's End, 2-8 High Street, Edinburgh, EH1 1TB within the land edged red on the Title Plan comprising (1) the two shops numbered 4 and 8 High Street with cellar beneath and (2) the shop at 2 High Street and cellar beneath tinted pink on the said Title Plan, being the subjects registered in the Land Register of Scotland under Title Number MID141063



- EILEEN TINDALL

Attorney for Greene King Retailing Limited