

MR05



Companies House

Statement that part or the whole of the property charged
(a) has been released from the charge (b) no longer
forms part of the company's property or undertaking

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 statement that part or the
whole of the property charged
has either (a) been released from
the charge or (b) no longer forms
part of the company's property

☐ **What this form is NOT for**
You may not use this form to
register this statement against a
LLP. Use form LL MR05



LD2 09/09/2016 #74
COMPANIES HOUSE

1 Company details

Company number 0 4 5 2 4 2 9 7

Company name in full Sapphire Food South East No 4 Limited

→ **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

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 3 0 0 6 2 0 0 8

A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number* 8

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Second supplemental deed of charge (the Second Supplemental
Borrower Deed of Charge) dated 30 June 2008 between, amongst
others, Greene King Retailing Limited, Greene King Retailing Parent
Limited and Sapphire Food South East No 4 Limited

Continuation page

Please use a continuation page if
you need to enter more details

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

F/H anchor, exebridge (house no 6402) t/no DN395581, anchor hotel, haydon bridge (house no 2935) t/no ND79581, angel hotel, catterick (house no 2936) t/no NYK121529 See continuation pages for more details

Continuation page

Please use a continuation page if you need to enter more details

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ❶

- -

❶ Charge code

This is the unique reference code allocated by the registrar

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

Part C To be completed for all charges

C1

Cease or release

Please tell us about the property or undertaking

Part of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
has been released from the charge and no longer forms part of the company's property or undertaking
- Go to **Section C2**

OR

All of the property or undertaking charged

- ☒ has been released from the charge
no longer forms part of the company's property or undertaking
has been released from the charge and no longer forms part of the company's property or undertaking
- Go to **Section C3**

C2

Description of assets or property ^①

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets
or property

① This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

Continuation page

Please use a continuation page if you need to enter more details

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking


C3

Details of the person delivering this statement and their interest in the charge

| | | | |
|---------------------------------|---|--|--|
| | Please give the name of the person delivering this statement | | |
| Name | Reza Taylor | | |
| | Please give the address of the person delivering this statement | | |
| Building name/number | Linklaters LLP | | |
| Street | One Silk Street | | |
| | | | |
| Post town | London | | |
| County/Region | London | | |
| Postcode | E C 2 Y 8 H Q | | |
| | Please give the person's interest in the charge (e g chargor/chargee etc) | | |
| Person's interest in the charge | Solicitor for the chargor | | |
| | | | |
| | | | |

C4

Signature

| | | | |
|-----------|--|--|--|
| | Please sign the form here | | |
| Signature | Signature X  X | | |

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking



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 **Reza Taylor**

Company name **Linklaters LLP**

Address **One Silk Street**

Post town **London**

County/Region **London**

Postcode **E C 2 Y 8 H Q**

Country **UK**

DX **10 London/City**

Telephone **020 7456 2000**



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

Part A Charges created before 06/04/2013

- ☒ You have given the charge date
☒ You have given the charge number (if appropriate)
☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☒ You have ticked the appropriate boxes in Section C1
☐ You have given a description of assets or property released from the charge (if appropriate)
☒ You have given the details of the person delivering this statement in Section C3
☒ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

| | Please give the short particulars of the property or undertaking charged | |
|-------------------|--|--|
| Short particulars | <p>1 1 Pursuant to the Second Supplemental Borrower Deed of Charge, the Company</p> <p>(a) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Existing Borrower Deed of Charge, charged 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</p> <p>(i) the freehold or leasehold property in England and Wales comprising the Mortgaged Properties owned by it and described in Parts I and II of Appendix 4 to this Form 395 (the English and Welsh Properties),</p> <p>(ii) all estates and interests in any other freehold or leasehold property now or hereafter belonging to it (other than any property situated in Scotland), and</p> <p>(iii) all estates or interests in the English and Welsh Properties and all buildings, trade and other fixtures, fixed plant and machinery from time to time on the property referred to in paragraphs 1 1(a)(i) and 1 1(a)(ii) above</p> <p>To the fullest extent possible, such charges take effect as charges by way of first legal mortgage and to the extent that the same do not take effect as an legal mortgage under the foregoing provisions (but not where that is the case pending registration at H M Land Registry only) such charges take effect by way of first fixed charge,</p> <p>(b) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Existing Borrower Deed of Charge</p> <p>(i) executed and delivered to the Borrower Security Trustee a standard security substantially in the form set out in schedule 3 to the Second Supplemental Borrower Deed of Charge (a Standard Security) over its whole right, title and interest in each of the heritable or leasehold properties in Scotland described in Part III of Appendix 4 to this Form 395 (the Third Issue Scottish Properties and together with the English and Welsh Properties, each a Third Issue Further Mortgaged Property) and all buildings, structures, heritable fixtures and fittings therein and thereon together with a Third Issue Scottish Declaration of Trust in relation to the relevant Third Issue Scottish Properties,</p> <p>(ii) in the event of it acquiring legal title to any heritable or leasehold property in Scotland other than the Third Issue Scottish Properties, will execute and deliver on demand to the Borrower Security Trustee a Standard Security over the legal title to each such property, and</p> <p>(iii) if and when called upon to do so by the Borrower Security Trustee will take all steps as are necessary to protect legal title and each Standard Security including, without limitation, registration and recording of the Borrower Security Trustee as heritable creditor under the relevant Standard Security in the Registers of Scotland</p> | |

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Statement that part or the whole of the property charged (a) has been
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C2

Description of assets or property ^①

Please give a brief description of assets or property released from the charge
and/or a brief description of any property that has ceased to form part of the
company's property or undertaking

Description of assets
or property

① This section must be completed
where part of the property or
undertaking has been released
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MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

| | Please give the short particulars of the property or undertaking charged | |
|-------------------|---|--|
| Short particulars | <p>(c) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Existing Borrower Deed of Charge, charged 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 as at the date of the Second Supplemental Borrower Deed of Charge or may thereafter become entitled in relation to the property referred to in paragraph 1 1(a) above 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 (not including the Lease Receivables relating to such property to the extent otherwise effectively assigned by way of security pursuant to paragraph 1 1(i)) and, to the extent that such property is as at the date of the Second Supplemental Borrower Deed of Charge or at any time thereafter 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 Further Ancillary Property Rights),</p> <p>(d) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Existing Borrower Deed of Charge and without prejudice to the terms of the Existing Borrower Deed of Charge and all rights arising under or pursuant thereto, assigned by way of security to the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, to the extent that the same have not been assigned by way of first fixed security pursuant to the Existing Borrower Deed of Charge, all of its right, title, benefit and interest, present and future in, to and under the Third Closing Date Transaction Documents and other Relevant Documents to which it is a party, including all rights to receive payment of any amounts which may become payable to the Obligor thereunder and all payments received by the Obligor thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof,</p> <p>(e) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Existing Borrower Deed of Charge and without prejudice to the terms of the Existing Borrower Deed of Charge and all rights arising under or pursuant thereto, assigned by way of security to the Borrower Security Trustee to the extent that the same have not been assigned by way of first fixed security pursuant to the Existing Borrower Deed of Charge, all its right, title, benefit and interest present and future, in and to the Insurance Policies and all rights, claims and proceeds arising therefrom to which the relevant Obligor is or may after the date of the Second Supplemental Borrower Deed of Charge become entitled, but only insofar as such proceeds arise from claims relating to a Mortgaged Property in which the relevant Obligor has an interest,</p> | |

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C2

Description of assets or property ^①

Please give a brief description of assets or property released from the charge
and/or a brief description of any property that has ceased to form part of the
company's property or undertaking

Description of assets
or property

① This section must be completed
where part of the property or
undertaking has been released
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undertaking

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

| | Please give the short particulars of the property or undertaking charged | |
|-------------------|--|--|
| Short particulars | <p>(f) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Existing Borrower Deed of Charge and without prejudice to the terms of the Existing Borrower Deed of Charge and all rights arising under or pursuant thereto, charged in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, to the extent that the same have not been charged or assigned by way of first fixed security pursuant to the Existing Borrower Deed of Charge, all of its right, title, interest and benefit, present and future, in and to all of its Intellectual Property Rights and has assigned by way of security all its right, title, interest and benefit, present and future, in, to and under the IP Licences and the IP Option and all trade marks, designs, copyrights, patents, domain names and other intellectual property monopoly rights and interests (including any licence save to the extent that the licence contains a prohibition against such assignment or charge) from time to time being owned by the relevant Obligor therein, whether registered or not, including all applications for the same and including all fees, royalties and other rights derived therefrom or incidental thereto,</p> <p>(g) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Existing Borrower Deed of Charge and without prejudice to the terms of the Existing Borrower Deed of Charge and all rights arising under or pursuant thereto, charged in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, to the extent that the same have not been charged or assigned by way of first fixed security pursuant to the Existing Borrower Deed of Charge, all of its right, title, interest and benefit, present and future, in and to all book debts and other debts (including any loans made to other members of GK Group) and all moneys and liabilities whatsoever for the time being due, owing or payable to the relevant Obligor (including the benefit of any judgment, order or decree to pay a sum of money) and the benefit of any Security Interest and securities for the time being held by the relevant Obligor in respect of any such debts or moneys and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the relevant Obligor,</p> <p>(h) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Existing Borrower Deed of Charge and without prejudice to the terms of the Existing Borrower Deed of Charge and all rights arising under or pursuant thereto, assigned by way of security in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, to the extent that the same have not been charged or assigned by way of first fixed security pursuant to the Existing Borrower Deed of Charge, all of its right, title, interest and benefit, present and future, in, to and under all statutory licences, consents and authorisations, present and future, held in connection with its business or the use of any asset or property the subject of any security created by or pursuant to the Second Supplemental Borrower Deed of Charge and the right to recover and receive all compensation which may be payable to it in respect of them, and</p> | |

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C2

Description of assets or property^①

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and/or a brief description of any property that has ceased to form part of the
company's property or undertaking

Description of assets
or property

^① This section must be completed
where part of the property or
undertaking has been released
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undertaking

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Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

(i) by way of first fixed security for the payment or discharge of the Borrower Secured Liabilities, subject to clause 5 of the Existing Borrower Deed of Charge and without prejudice to the terms of the Existing Borrower Deed of Charge and all rights arising under or pursuant thereto, assigned by way of security in favour of the Borrower Security Trustee on trust for itself and the other Borrower Secured Creditors, to the extent that the same have not been charged or assigned by way of first fixed security pursuant to the Existing Borrower Deed of Charge, all of its right, title and interest in and to amounts payable under or in respect of each of the Lease Agreements and the benefit of each Tenant's covenant and obligation to pay rent thereunder including all rights to receive payment of any amount which may become payable to the relevant Obligor thereunder and all payments received by the relevant Obligor thereunder including, without limitation all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof

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Statement that part or the whole of the property charged (a) has been
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