



Registration of a Charge

Company name: **GORDON RAMSAY RESTAURANTS LTD**

Company number: **07360142**

Received for Electronic Filing: **15/05/2020**



X954CXDL

Details of Charge

Date of creation: **12/05/2020**

Charge code: **0736 0142 0007**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE 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 PART OF THE CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO EACH OTHER PART OF SUCH CHARGING INSTRUMENT.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7360142

Charge code: 0736 0142 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2020 and created by GORDON RAMSAY RESTAURANTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2020 .

Given at Companies House, Cardiff on 18th May 2020

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



JPCI/MSXM/076001.00540/71814929.4

Supplemental Keyman Assignment (additional secured liabilities)

Dated 12 May 2020

Gordon Ramsay Restaurants Ltd
(as Chargor)

Barclays Bank PLC
(as Lender)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

Contents

1	Definitions and interpretation	1
2	Creation of Security	2
3	Representations and warranties	2
4	Negative pledge	2
5	Further assurance	3
6	Existing Keyman Assignment and notice undertakings	3
7	Further provisions	3

Deed

Dated 12 May 2020

Between

- (1) Gordon Ramsay Restaurants Ltd, a company incorporated in England and Wales with company number 07360142 with registered address 539-547 Wandsworth Road, London SW8 3JD (the **Chargor**); and
- (2) Barclays Bank PLC as lender (the **Lender**).

Recitals

- A The Lender and the Chargor entered into a keyman assignment (the **Keyman Assignment**) dated 28 September 2015.
- B The Chargor and the Lender have, among others, entered into, or are proposing to enter into, an amendment and restatement agreement (the **Amendment and Restatement Agreement**) under the terms of which the parties to the Facilities Agreement agree to amend and restate the Facilities Agreement.
- C The Chargor has agreed to enter into this Deed to assign the Keyman Policies as a continuing security for the payment and discharge of the Secured Liabilities notwithstanding the changes made to the Finance Documents (as defined in the Facilities Agreement) pursuant to the Amendment and Restatement Agreement, including an increase in the Total Commitments (as defined in the Facilities Agreement) provided thereunder and the inclusion of a further accordion option.
- D The conditions precedent to the effectiveness of the amendments to the Facilities Agreement set out in the Amendment and Restatement Agreement include the entry by the Chargor into this Deed.
- E This Deed is a Security Document and a Finance Document.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- 1.1.1 Unless this Deed expressly provides otherwise, any capitalised term in this Deed, or any term deemed to be incorporated in this Deed, shall have the same meaning as it would have in the Keyman Assignment.
- 1.1.2 This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.
- 1.1.3 In this Deed, **Secured Liabilities** means all moneys, debts and liabilities from time to time due, owing or incurred by the Obligors to the Lender under the Finance Documents (as amended, restated and/confirmed (as applicable) by the Amendment and Restatement Agreement), in each case:
 - (a) whether present or future;

- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Lender for or at the request of an Obligor, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and including (for the avoidance of doubt) all amounts made available under clause 2.4 (*Accordion Option*) of the Facilities Agreement as amended and restated pursuant to the Amendment and Restatement Agreement.

2 Creation of Security

- 2.1 As a continuing security for the Secured Liabilities, the Chargor assigns in favour of the Lender, on the terms set out in clause 3 (*Security*) of the Keyman Assignment, all its rights, title, interest and benefit in and to any Keyman Policy, upon the terms contained in the Keyman Assignment.
- 2.2 This Deed is supplemental to the Keyman Assignment. Other than to the extent this Deed expressly provides otherwise, the rights, obligations, consents and other terms in the Keyman Assignment relating to the Security Interests granted under it shall apply to the Security Interests granted under Clause 2.1 of this Deed, as if set out in full in this Deed.

3 Representations and warranties

The representations and warranties as set out in clause 7 (*Representations and Warranties*) of the Keyman Assignment are repeated on the date of this Deed.

4 Negative pledge

Except as permitted by the Facilities Agreement (as amended by the Amendment and Restatement Agreement), the Chargor shall not:

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of any Keyman Policy except for any Permitted Security Interest;
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of any Keyman Policy;
- (c) permit or agree to any variation of the rights attaching to the whole or any part of any Keyman Policy; or

- (d) do, cause or permit to be done anything which may in the opinion of the Lender, in any way depreciate, jeopardise or otherwise prejudice the value to the Lender (whether monetary or otherwise) of the whole or any part of any Keyman Policy.

5 Further assurance

5.1 Further action

The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may reasonably require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security Interest intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security Interest intended to be created by or pursuant to this Deed with any other Security Interest over any Keyman Policy; or
- (d) facilitate the realisation of all or any Keyman Policy or the exercise of any rights, powers and discretions conferred on the Lender or any Receiver in connection with all or any Keyman Policy.

5.2 Registration at Companies House

The Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

6 Existing Keyman Assignment and notice undertakings

- 6.1 Nothing in this Deed is intended to imply, or should be construed as implying, that the Security Interest created under the Keyman Assignment is not effective to secure the Secured Liabilities. The Keyman Assignment shall continue in full force and effect as supplemented by this Deed.
- 6.2 The satisfaction of any obligation of the Chargor under the Keyman Assignment shall, where it is also contained in this Deed, be deemed to satisfy the same obligation of the Chargor under this Deed.
- 6.3 The Chargor shall give notice to the relevant insurer or insurers of the assignment of each Keyman Policy comprised in this Deed in the form (amended to accord with the particulars of this Deed) set out in part 2 of schedule 1 to the Keyman Assignment.
- 6.4 The Chargor shall use all reasonable endeavours to procure that each such insurer or insurers referred to in Clause 6.3 above delivers to the Lender a copy of the acknowledgment in the form (amended to accord with the particulars of this Deed) set out in part 3 of schedule 1 to the Keyman Assignment evidencing acknowledgment of the assignment and acceptance of the terms of the notice of assignment.

7 Further provisions

The provisions of clauses 1.2 (*Interpretation*), 1.3 (*Facilities Agreement defined terms*), 1.4 (*Conflict with Facilities Agreement*), 2 (*Covenant to Pay*), 3 (*Interest*), 5 (*Further assurance*), 22 (*Notices*), 23 (*Governing law*), 24 (*Enforcement*), 25 (*Counterparts*) and 26 (*Third Party*

Rights) of the Keyman Assignment shall apply to this Deed as they apply to the Keyman Assignment.

Executed as a deed and delivered on the date appearing at the beginning of this Deed

EXECUTION VERSION

Executed as a deed by)
Gordon Ramsay Restaurants Ltd)
acting by a director)
in the physical presence of:) Director

Signature of witness:

Name of witness:

MICHAEL THOMAS

Address:

Signed for and on behalf of)
Barclays Bank PLC)

EXECUTION VERSION

Executed as a deed by
Gordon Ramsay Restaurants Ltd
acting by a director
in the physical presence of:

)
)
)
)

Director

Signature of witness:

Name of witness:

Address:

.....

.....

Signed for and on behalf of
Barclays Bank ~~PLC~~

)
)



JAMIE TELKMAN