

1 88944/13

MG01

Particulars of a mortgage or charge

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
register particulars of a charge for
a company. To do this, please use
form MG01s



LD2

"L24NCA0J"

21/03/2013

#39

COMPANIES HOUSE

1 Company details

Company number 0 7 3 6 0 1 4 2

Company name in full Kavalake Limited (the "Company")

2

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 01 08 2013

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture between the Company and Barclays Bank PLC dated 18 March 2013
(the "Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured See Continuation Page.

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Barclays Bank PLC (the "Lender")

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars See Continuation Pages

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Simmons & Simmons LLP* X

This form must be signed by a person with an interest in the registration of the charge

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Marc Gilston

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode EC2Y 9SS

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>All moneys, debts and liabilities from time to time due, owing or incurred by the Company to the Lender on any current or other account whatsoever pursuant to the Finance Documents, in each case</p> <p>(A) whether present or future;</p> <p>(B) whether alone or jointly with any other person,</p> <p>(C) whether actual or contingent,</p> <p>(D) whether as principal or as surety,</p> <p>(E) in whatsoever name, firm or style;</p> <p>(F) in whatsoever currency denominated, or</p> <p>(G) otherwise,</p> <p>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 the Company together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed (the "Secured Liabilities")</p> <p style="text-align: right;">4 15</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charged to the Lender or assigned to the Lender (as the case may be) the property set out below in the manner set out below (Each assignment set out below is an absolute assignment for the purposes of Section 136 of the Law of Property Act 1925 (<i>Legal assignments of things in action</i>) and is not made by way of charge only)</p> <p>1 Scheduled Property —</p> <p>By way of first fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Debenture</p> <p>2 Other Property —</p> <p>By way of first fixed charge the Property (except the Scheduled Property validly charged in paragraph 1 (<i>Scheduled Property</i>)) and all Rights relating to such Property</p> <p>3 Contracts —</p> <p>By way of absolute legal assignment, the Contracts</p> <p>4 Book Debts —</p> <p>By way of first fixed charge, the Book Debts</p> <p>5 Intellectual Property —</p> <p>By way of first fixed charge, all the Intellectual Property owned, possessed or controlled by the Company</p> <p>6 Plant and Machinery —</p> <p>By way of first fixed charge, the Plant and Machinery.</p> <p>7 Shares and Derivative Assets</p> <p>By way of legal mortgage, the Shares and Derivative Assets</p> <p>8 Goodwill —</p> <p>By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company</p> <p>9 Floating charge —</p> <p>By way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>to above which are, for any reason, not validly charged or assigned pursuant to paragraph 1 (<i>Scheduled Property</i>) to paragraph 8 (<i>Goodwill</i>) (inclusive) of the Debenture) Such floating charge being a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986, the provisions of such paragraph applying to such floating charge</p> <p>Scheduled Property</p> <p>None</p> <p>Contracts</p> <p>None</p> <p>Shares</p> <p>101,632 Ordinary Shares in Gordon Ramsay Holdings Limited</p> <p>102,700 Ordinary Shares in Gordon Ramsay Holdings International Limited</p> <p>Negative Pledge</p> <p>Save as otherwise provided in the Facilities Agreement, the Company shall not</p> <p>(A) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest,</p> <p>(B) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property,</p> <p>(C) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property,</p> <p>(D) do, cause or permit to be done anything which may in the reasonable opinion of the Lender, materially depreciate, jeopardise or otherwise prejudice the value to the Lender (whether monetary or otherwise) of the whole or any part of the Charged Property, or</p> <p>(E) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts save as expressly provided in the Debenture</p> <p>Definitions</p> <p>"Book Debts" means</p> <p>(A) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due,</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

owing to or which may become due, owing to or purchased or otherwise acquired by the Company, and

- (B) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Lender pursuant to the Debenture

"Contracts" means all and each of the Company's rights, title, interest and benefit in and to

- (A) all the agreements short particulars of which are set out above (The Contracts), and
- (B) any contract in respect of the whole or any part of the Charged Property to which the Company is a party which is, in the reasonable opinion of the Lender material to the Charged Property,

as from time to time modified, amended, varied, supplemental or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in respect of the same

"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described

"Facilities Agreement" means the Facilities Agreement dated on or about the date of the Debenture and made between, amongst others, the Company and the Lender

"Finance Documents" bears the meaning ascribed to it under the Facilities Agreement

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property

"Group" bears the meaning ascribed to it under the Facilities Agreement.

"Intellectual Property" means

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(A) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and</p> <p>(B) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)</p> <p>"Nominees" means the Lender, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Lender from time to time</p> <p>"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company</p> <p>"Permitted Security Interest" bears the meaning ascribed to it under the Facilities Agreement</p> <p>"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Company</p> <p>"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Company, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property</p> <p>"Rights" means all and each of the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all and each of the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest)</p> <p>"Scheduled Property" means all the property short particulars of which are set out above (The Scheduled Property) (if any), including, without limitation, all Fixtures on such property</p> <p>"Security Interest" means any mortgage, charge, pledge, lien or other security interest securing</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

any obligation of any person or any other agreement or arrangement having a similar effect

"Shares" means all stocks, shares and other securities

- (A) set out above (The Shares), or
- (B) for which the stock or share certificates or other documents of title have from time to time been deposited by the Company with the Lender or its Nominees or which are held to the order of the Lender,

in each case whether held in the United Kingdom or elsewhere and irrespective of whether in any such case the deposit was made or the certificates or other documents were received by the Lender or its Nominees for the purposes of creating security, safe custody, collection or otherwise



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7360142
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 MARCH
2013 AND CREATED BY KAVALAKE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 21 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2013

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Companies House

