



**Registration of a Charge**

Company name: **GORDON RAMSAY RESTAURANTS LTD**

Company number: **07360142**



X95C1AIW

Received for Electronic Filing: **18/05/2020**

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**Details of Charge**

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

Charge code: **0736 0142 0008**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **THE NARROW STREET PUB AND DINING ROOM, NARROW STREET, LONDON E14 8DP REGISTERED IN THE LAND REGISTRY UNDER TITLE NUMBERS EGL267040 AND EGL471119**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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: **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.**

Certified by:

**DENTONS UK AND MIDDLE EAST LLP**



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

Company number: 7360142

Charge code: 0736 0142 0008

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 18th May 2020 .

Given at Companies House, Cardiff on 19th 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/076001.00540/71782218.8

## Supplemental Debenture (additional secured liabilities)

**Dated 12 May 2020**

**The Chargors listed in Schedule 1 (*The Chargors*)**

**Barclays Bank PLC**  
(as Lender)

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

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## Deed

**Dated** 12 May 2020

### Between

- (1) The Chargors listed in Schedule 1 (*The Chargors*) (each a **Chargor** and together the **Chargors**); and
- (2) Barclays Bank PLC as lender (the **Lender**).

### Recitals

- A The Lender and the Chargors entered into a debenture (the **Debenture**) dated 28 September 2015.
- B The Chargors and the Lender have 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 Each Chargor has agreed to enter into this Deed to charge its respective business, assets and undertaking 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 Chargors 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 Debenture.
- 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, each Chargor respectively charges, mortgages and assigns in favour of the Lender on the terms set out in clause 4 (*Security*) of the Debenture, all its business, assets and undertaking as more specifically referred to in the Debenture, upon the terms contained in the Debenture.
- 2.2 This Deed is supplemental to the Debenture. Other than to the extent this Deed expressly provides otherwise, the rights, obligations, consents and other terms in the Debenture 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 11 (*Representations and Warranties*) of the Debenture 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 Chargors shall not:

- (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;
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property;
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;

- (d) do, cause or permit to be done anything which may in the reasonably 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
- (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 for in the Debenture.

## **5 Further assurance**

### **5.1 Further action**

Each 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 assets of any Chargor; or
- (d) facilitate the realisation of all or any of the Charged Property or the exercise of any rights, powers and discretions conferred on the Lender, any Receiver or any administrator in connection with all or any of the Charged Property,

and any such document may disapply section 93 of the Law of Property Act 1925 (restricting the right of consolidation).

### **5.2 Registration at Companies House**

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

### **5.3 Land Registry**

- (a) Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Charged Property owned by that Chargor and registered at the Land Registry:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated \*\* in favour of \*\* referred to in the charges register or their conveyancer. (Standard Form P)"*

- (b) Each Chargor consents to the registration of a notice against the Register of Title relating to any Charged Property owned by that Chargor and registered at the Land Registry that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents (as amended, restated and/confirmed (as applicable) by the Amendment and Restatement Agreement).



## **6 Existing Debenture**

- 6.1 Nothing in this Deed is intended to imply, or should be construed as implying, that the Security Interest created under the Debenture is not effective to secure the Secured Liabilities. The Debenture shall continue in full force and effect as supplemented by this Deed.
- 6.2 The satisfaction of any obligation of a Chargor under the Debenture shall, where it is also contained in this Deed, be deemed to satisfy the same obligation of a Chargor under this Deed.

## **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*), 6 (*Further assurance*), 32 (*Notices*), 33 (*Governing law*), 34 (*Enforcement*), 35 (*Joint and Several Liability*), 36 (*Counterparts*) and 37 (*Third Party Rights*) of the Debenture shall apply to this Deed as they apply to the Debenture.

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

**SCHEDULE 1 – THE CHARGORS**

<b>Chargors</b>	<b>Registration number</b>
Gordon Ramsay Restaurants Ltd	07360142
Gordon Ramsay Holdings Limited	03457208
Gordon Ramsay Holdings International Limited	06355144
Gordon Ramsay (York and Albany) Limited	06465217
Gordon Ramsay (Maze) Limited	05214510
Gordon Ramsay (Royal Hospital Road) Limited	01237565
Gordon Ramsay (Narrow Street) Limited	05919911
Gordon Ramsay (One New Change) Limited	07290931
Petrus (Kinnerton Street) Limited	06875340
Gordon Ramsay (No. 2) Limited	06367176
Gordon Ramsay Plane Food Limited	06359203
Foxtrot Oscar Holdings Limited	06340953
Foxtrot Oscar Limited	04382379
Union Street Cafe Limited	07329196
Gordon Ramsay (No. 1) Limited	04171511

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:

Executed as a deed by )  
**Gordon Ramsay Holdings Limited** )  
acting by a director )  
in the physical presence of: ) Director

Signature of witness:

Name of witness: *MICHAEL THOMAS*

Address:

Executed as a deed by )  
**Gordon Ramsay Holdings International Limited** )  
acting by a director )  
in the physical presence of: ) Director

Signature of witness:

Name of witness: *MICHAEL THOMAS*

Address:


EXECUTION VERSION

Executed as a deed by )  
**Gordon Ramsay (York and Albany) Limited** )  
acting by a director )  
in the physical presence of: )

Director

Signature of witness: 

Name of witness: MICHAEL THOMAS


Address: 

Executed as a deed by )  
**Gordon Ramsay (Maze) Limited** )  
acting by a director )  
in the physical presence of: )

Director


Signature of witness: 

Name of witness: MICHAEL THOMAS

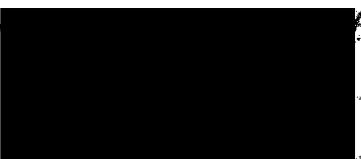
Address: 

Executed as a deed by )  
**Gordon Ramsay (Royal Hospital Road) Limited** )  
acting by a director )  
in the physical presence of: )

Director

Signature of witness: 

Name of witness: MICHAEL THOMAS

Address: 

EXECUTION VERSION

Executed as a deed by )  
**Gordon Ramsay (Narrow Street) Limited** )  
acting by a director )  
in the physical presence of: )

Director

Signature of witness:

Name of witness: MICHAEL THOMAS

Address:

Executed as a deed by )  
**Gordon Ramsay (One New Change) Limited** )  
acting by a director )  
in the physical presence of: )

Director

Signature of witness:

Name of witness: MICHAEL THOMAS

Address:

Executed as a deed by )  
**Petrus (Kinnerton Street) Limited** )  
acting by a director )  
in the physical presence of: )

Director

Signature of witness:

Name of witness: MICHAEL THOMAS

Address:

EXECUTION VERSION

Executed as a deed by )  
**Gordon Ramsay (No. 2) Limited** )  
acting by a director )  
in the physical presence of: )

Director

Signature of witness:

Name of witness:

*MICHAEL THOMAS*

Address:

Executed as a deed by )  
**Gordon Ramsay Plane Food Limited** )  
acting by a director )  
in the physical presence of: )

Director

Signature of witness:

Name of witness:

*MICHAEL THOMAS*

Address:

Executed as a deed by )  
**Foxtrot Oscar Holdings Limited** )  
acting by a director )  
in the physical presence of: )

Director

Signature of witness:

Name of witness:

*MICHAEL THOMAS*

Address:

EXECUTION VERSION

Executed as a deed by  
**Foxtrot Oscar Limited**  
acting by a director  
in the physical presence of:

)  
)  
)  
)

Director

Signature of witness:

Name of witness:

*MICHAEL THOMAS*

Address:

Executed as a deed by  
**Union Street Cafe Limited**  
acting by a director  
in the physical presence of:

)  
)  
)  
)

Director

Signature of witness:

Name of witness:

*MICHAEL THOMAS*

Address:

Executed as a deed by  
**Gordon Ramsay (No. 1) Limited**  
acting by a director  
in the physical presence of:

)  
)  
)  
)

Director

Signature of witness:

Name of witness:

*MICHAEL THOMAS*

Address:

EXECUTION VERSION

Signed for and on behalf of  
Barclays Bank PLC

)  
)



JAMIE TELKMAN