



Registration of a Charge

Company Name: **GORDON RAMSAY RESTAURANTS LTD**

Company Number: **07360142**



Received for filing in Electronic Format on the: **10/05/2022**

XB3QVQJD

Details of Charge

Date of creation: **04/05/2022**

Charge code: **0736 0142 0011**

Persons entitled: **BARCLAYS BANK PLC (AS SECURITY AGENT)**

Brief description: **NONE.**

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.**

Certified by: **DENTONS UK AND MIDDLE EAST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7360142

Charge code: 0736 0142 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2022 and created by GORDON RAMSAY RESTAURANTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2022 .

Given at Companies House, Cardiff on 12th May 2022

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**

CVM/MSXM/076001.00540/82876031.5

Legal Assignment of Keyman Policies

Dated 4 May 2022

Gordon Ramsay Restaurants Ltd. (Company)

Barclays Bank PLC
(Security Agent)

Contents

1	Definitions and interpretation	1
2	Covenant to Pay	3
3	Interest	3
4	Security	3
5	Further Assurance	3
6	Negative Pledge	4
7	Representations and Warranties	4
8	Undertakings	5
9	Costs Undertaking	7
10	Default	7
11	Power of Attorney	7
12	Cumulative and Continuing Security	8
13	Avoidance of Payments	8
14	Prior Charges	8
15	Opening a New Account	9
16	Suspense Account	9
17	Currency	9
18	Set-Off	10
19	Assignment	10
20	Waivers	10
21	Severability	10
22	Governing Law	10
23	Enforcement	10
24	Counterparts	11
	Schedule 1 - The Keyman Policies	12

Assignment

Dated 4 May 2022

Between

- (1) **Gordon Ramsay Restaurants Ltd. (Company)** registered in England with number 07360142 whose registered office is at 539-547 Wandsworth Road, London SW8 3JD; and
- (2) **Barclays Bank PLC** as trustee for the Secured Parties (**Security Agent**).

Recitals

- A The Finance Parties have agreed to make certain facilities available to the Company upon the terms and conditions contained in the Facilities Agreement.
- B As a condition precedent to, and pursuant to the provisions of, the Facilities Agreement the Company has agreed to enter into this Assignment for the purpose of providing security to the Security Agent for the Secured Liabilities.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Assignment:

Authority means any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

Costs means all costs, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

Default Rate means the annual rate of interest specified in clause 10.3 (*Default interest*) of the Facilities Agreement.

Event of Default means any of those events or circumstances set out in clause 23 (*Events of Default*) of the Facilities Agreement.

Facilities Agreement means the Facilities Agreement dated on or about the date of this Agreement and made between, among others the Company and the Security Agent.

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

Insolvency Act means the Insolvency Act 1986.

Keyman Policies means the policy or policies of assurance short particulars of which are set out in Part 1 of Schedule 1 (*The Keyman Policies*) and all moneys (including, without limitation, all bonuses and additions) payable thereunder or under any new policy or policies effected pursuant to clause 8.3 (*The Keyman Policies*).

LPA means the Law of Property Act 1925.

Obligors bears the meaning ascribed to it under the Facilities Agreement.

Permitted Security Interest bears the meaning ascribed to it under the Facilities Agreement.

Secured Party bears the meaning ascribed to it under the Facilities Agreement.

Secured Liabilities means all obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) and includes all amounts made available by means of the operation of clause 2.6 (*Accordion Option*) of the Facilities Agreement.

Security Documents means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the obligations of the Company under the Finance Documents including, without limitation, this Assignment.

Security Interest means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 Interpretation

1.2.1 In this Assignment:

- (a) the contents page and clause headings are included for convenience only and do not affect the construction of this Assignment;
- (b) words denoting the singular include the plural and vice versa; and
- (c) words denoting one gender include each gender and all genders.

1.2.2 In this Assignment, unless the context otherwise requires, references to:

- (a) persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality);
- (b) documents, instruments and agreements (including, without limitation, this Assignment and any document referred to in this Assignment) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;
- (c) receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;
- (d) the term the **Security Agent** includes, where the context so admits, references to any delegate of any such person;
- (e) a party to this Assignment include references to its successors, transferees and assigns;

- (f) recitals, clauses and schedules are references to recitals to this Assignment, clauses of this Assignment and schedules to this Assignment, and references to this Assignment include its schedules;
- (g) paragraphs are references to paragraphs of the schedule in which the references appear;
- (h) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders regulations instruments or other subordinate legislation made under the relevant statute; and
- (i) a time of day is a reference to London time.

1.3 Facilities Agreement defined terms

Unless otherwise defined in this Assignment, terms defined in the Facilities Agreement bear the same meaning in this Assignment.

1.4 Conflict with Facilities Agreement

If there is any conflict between the provisions of this Assignment and the provisions of the Facilities Agreement, the provisions of the Facilities Agreement shall prevail.

2 Covenant to Pay

The Company shall on demand pay to the Security Agent or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

3 Interest

The Company shall pay to the Security Agent in respect of interest comprised in the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Company) such interest at the rates and upon the terms from time to time agreed with the Security Agent upon such days as the Security Agent may from time to time reasonably determine and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of the Security Agent but without prejudice to the right of the Security Agent to require payment of such interest when due.

4 Security

By way of continuing security in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Secured Liabilities, the Company with full title guarantee hereby assigns to the Security Agent by way of absolute assignment, all the Company's rights, title, interest and benefit in and to the Keyman Policies This assignment is an absolute assignment for the purposes of Section 136 of the LPA (Legal assignments of things in action) and is not made by way of charge only.

5 Further Assurance

The Company shall:

- (a) forthwith, at any time if reasonably considered necessary by the Security Agent, at the expense of the Company execute and deliver to the Security Agent such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Security Agent may reasonably consider necessary of the whole or such part of the Keyman Policies as the Security Agent may reasonably specify, in such form as the Security Agent may reasonably require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Keyman Policies in the Security Agent, the nominee of the Security Agent or in any purchaser from the Security Agent;
- (b) pending the execution and delivery of any such assignments, hold such Keyman Policies upon trust for the Security Agent subject to the provisions of this Assignment; and
- (c) pending the execution and delivery of any such mortgages, charges, or other security, hold such Keyman Policies subject to the provisions of this Assignment.

6 Negative Pledge

Save as otherwise provided in the Facilities Agreement, the Company shall not:

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Keyman Policies except for any Permitted Security Interest;
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Keyman Policies;
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Keyman Policies; or
- (d) do, cause or permit to be done anything which may in the opinion of the Security Agent, in any way depreciate, jeopardise or otherwise prejudice the value to the Secured Parties (whether monetary or otherwise) of the whole or any part of the Keyman Policies.

7 Representations and Warranties

7.1 General

The Company makes the representation and warranties set out in this clause to the Security Agent and the other Secured Parties.

7.2 Ownership of the Keyman Policies

It is absolutely, solely and beneficially entitled to all the Keyman Policies as from the date it or any part of it falls to be charged under this Assignment and the rights of the Company in respect of the Keyman Policies are free from any Security Interest of any kind other than a Permitted Security Interest.

7.3 No disposal

Save for a Permitted Disposal, it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Company's right, title and interest in and to the Keyman Policies.

7.4 Keyman Policies

The Keyman Policies are valid, binding and enforceable in accordance with their respective provisions.

7.5 Times when representations made

The representations and warranties set forth in this clause are given and made on and as of the date of this Assignment, shall survive the execution of this Assignment and are continuing representations and warranties which are deemed to be repeated when the Repeating Representations are given pursuant to the Facilities Agreement.

8 Undertakings

The Company gives each of the undertakings contained in this clause to the Security Agent.

8.1 Duration

The undertakings in this clause shall remain in force during the continuance of the security constituted by this Assignment.

8.2 To comply with statutes

The Company shall comply with all requirements of any Authority, all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Keyman Policies.

8.3 The Keyman Policies

8.3.1 The Company shall:

- (a) forthwith upon execution of this Assignment deliver all Keyman Policies to the Security Agent and give notice to the relevant insurer or insurers of the assignment of each Keyman Policy comprised in this Assignment in the form set out Part 2 of Schedule 1 (*Notice*);
- (b) use all reasonable endeavours to procure that each such insurer delivers to the Security Agent a copy of the acknowledgement in the form set out in the Part 3 of Schedule 1 (*Acknowledgement*) receipted by such insurer and, inter alia, evidencing the consent of such insurer to the assignment; and
- (c) comply with all reasonable requirements of such insurer necessary to effect such assignment.

8.3.2 The Company shall:

- (a) duly and punctually pay all premiums and any other moneys necessary for maintaining the Keyman Policies in full force and effect. If the Company at any time fails to pay any such premiums or other moneys, the Security Agent may pay such premiums and other moneys and the Company shall reimburse the Security Agent for the amount of such premiums and other moneys on demand. Such premiums and other moneys will bear interest in accordance with clause 3 (*Interest*) from the date of payment by the Security Agent until the date of reimbursement;

- (b) not, without the prior written consent of the Security Agent, do any act or commit any default which might prejudice the Security Agent's rights in relation to any Keyman Policy, including, without limitation, any act or default whereby:
 - (i) any Keyman Policy could reasonably be expected to become void or voidable;
 - (ii) an increased premium could reasonably be expected to become payable;
 - (iii) the Security Agent could reasonably be expected to be prevented from receiving any moneys payable under any Keyman Policy; or
 - (iv) the provisions of any Keyman Policy could reasonably be expected to be altered, varied or amended,
- (c) fully perform all its obligations under the Keyman;
- (d) use its reasonable endeavours as requested by the Security Agent to assist the Security Agent in procuring that each insurer fully performs all its obligations under the Keyman Policies;
- (e) produce to the Security Agent the receipt for every premium payable under the Keyman Policies within fourteen days after such premium is due;
- (f) send forthwith to the Security Agent a copy of all notices received or given by or under or in respect of the Keyman Policies;
- (g) do or permit to be done each act or thing which the Security Agent may reasonably require for the purpose of enforcing the Security Agent's rights under, and in respect of, the Keyman Policies and the assignment effected by this Assignment; and
- (h) immediately give notice to the Security Agent of any occurrence which gives rise, or might give rise, to a claim under any Keyman Policy and, except with the prior written consent of the Security Agent, shall not agree to the settlement of any such claim.

8.3.3 If any Keyman Policy expires or becomes void or voidable, the Company shall (unless otherwise agreed) forthwith, at its own cost, either do or cause to be done all such things as may be necessary in order to maintain any such policy in full force and effect or to effect or to enable the Security Agent to effect (as it is hereby authorised to effect) a new policy or policies on the life of the assured:

- (a) for the same sum assured as was assured under the void policy including, without limitation, any bonus which may have been declared on such policy;
- (b) having a surrender value not less than that of the policy which is or has become void;
- (c) in the name of the Security Agent or in such other name or names as the Security Agent may in its discretion require; and
- (d) with such assurance company or society as the Security Agent may in its discretion require.

Any such new policy will be subject to the provisions of this Assignment in all respects as if particulars of such new policy were included in Part 1 of Schedule 1 (*The Keyman Policies*).

9 Costs Undertaking

The Company shall within three Business Days of demand pay to the Security Agent and discharge all Costs payable by it pursuant to this Assignment on a full indemnity basis, together with interest at the Default Rate calculated in accordance with Clause 3 (*Interest*) from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent until full discharge of such Cost.

10 Default

10.1 Enforcement

This Assignment will become enforceable on the occurrence of any Event of Default which is continuing or if the Company requests the Security Agent to appoint a receiver and/or an administrator over the whole or any part of its undertaking or assets.

10.2 Consequences of default

On and at any time after the occurrence of an Event of Default and whilst the same is continuing, the Security Agent in its absolute discretion may by written notice to the Company declare the security constituted by the Finance Documents to be enforceable.

10.3 Application of proceeds of Keyman Policies

At any time after an Event of Default has occurred and whilst the same is continuing, the Security Agent may apply the proceeds of the Keyman Policies in or towards satisfaction of the Secured Liabilities.

10.4 Reassignment

Upon irrevocable discharge in full of the Secured Liabilities the Security Agent shall reassign to the Company all the Company's rights, title, interest and benefit in and to the Keyman Policies.

11 Power of Attorney

11.1 Whilst an Event of Default is continuing, the Company irrevocably appoints, by way of security the Security Agent, each person deriving title from the Security Agent jointly and severally to be its attorney (with full power to appoint substitutes and to sub delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Company is, or may become, obliged to sign, execute or do pursuant to this Assignment or which the Security Agent or any person deriving title from the Security Agent may in the reasonable discretion of such person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by this Assignment.

11.2 Without prejudice to the generality of the foregoing, the Company unconditionally undertakes to the Security Agent, and separately to each person deriving title from the Security Agent, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this clause.

12 Cumulative and Continuing Security

- 12.1 This Assignment is a continuing security to the Security Agent regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this clause, might affect or diminish its effectiveness.
- 12.2 The security constituted by this Assignment is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Security Agent may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security Interest, any bill, note, guarantee, contract or applicable rule of law.
- 12.3 Any receipt, release or discharge of the security constituted by, or of any liability arising under, this Assignment shall not release or discharge the Company from any liability which may exist independently of this Assignment to the Security Agent.
- 12.4 Where the security constituted by this Assignment initially takes effect as a collateral or further security to any other Security Interest held by the Security Agent then, notwithstanding any receipt, release or discharge given in respect of such other Security Interest, this Assignment shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security Interest.

13 Avoidance of Payments

- 13.1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by the Security Agent on the faith of any such assurance, security or payment, prejudices or affects the right of the Security Agent:
- (a) to recover any monies from the Company (including, without limitation, any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation, penalisation of companies and company officers, investigations and prosecutions) of the Insolvency Act and any Costs payable by it incurred in connection with such process); or
 - (b) to enforce the security constituted by this Assignment to the full extent of the Secured Liabilities.

14 Prior Charges

- 14.1 If there subsists any prior Security Interest against the Keyman Policies and any step is taken to exercise any power or remedy conferred by such Security Interest, the Security Agent may redeem such prior Security Interest or procure the transfer of such Security Interest to itself and may settle and pass the accounts of the person entitled to such Security Interest Any accounts so settled and passed are conclusive and binding on the Company.
- 14.2 The Company shall reimburse the Security Agent for any Costs incurred by the Security Agent in exercise of its rights under this clause.

15 Opening a New Account

- 15.1 If the Security Agent receives notice of any subsequent Security Interest affecting the Keyman Policies, the Security Agent may open a new account for the Company in its books.
- 15.2 If the Security Agent does not open such new account, then, unless the Security Agent gives express written notice to the contrary to the Company, all payments by or on behalf of the Company to the Security Agent will be treated as from the time of receipt of notice of such subsequent Security Interest by the Security Agent as having been credited to a new account of the Company and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

16 Suspense Account

The Security Agent may, in its discretion credit to any suspense or impersonal account (which bears interest at a market rate) and hold in such account, for so long as the Security Agent may reasonably think fit, all monies received, recovered or realised by the Security Agent pursuant to this Assignment (including, without limitation, the proceeds of any conversion of currency) pending the application from time to time of such monies and accrued interest, if any, in or towards satisfaction of the Secured Liabilities.

17 Currency

- 17.1 All monies received or held by the Security Agent in respect of the Secured Liabilities may, from time to time after demand has been made be converted into such other currency as the Security Agent reasonably considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Company in that other currency at the Security Agent's prevailing spot rate of exchange for purchasing that other currency with the existing currency.
- 17.2 If and to the extent that the Company fails to pay the amount due on demand the Security Agent may in its absolute discretion without notice to the Company purchase at any time thereafter so much of any currency as the Security Agent considers necessary or desirable to cover the obligations and liabilities of the Company in such currency hereby secured at the Security Agent's prevailing spot rate of exchange for purchasing such currency with sterling and the Company hereby agrees to indemnify the Security Agent against the full sterling cost incurred by the Security Agent for such purchase.
- 17.3 The Security Agent shall not be liable to the Company for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers.
- 17.4 No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Company in respect of which it was made unless and until the Security Agent shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of such obligation or liability actual or contingent expressed in that currency the Security Agent shall have a further separate cause of action against the Company, shall be entitled to enforce the security constituted by this Assignment to recover the amount of the shortfall and such amount will bear interest in accordance with clause 3 (*Interest*) from the date of payment by the Security Agent until the date of reimbursement.

18 Set-Off

Whilst an Event of Default is continuing, the Company agrees the Security Agent may at any time without notice or further demand notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wherever situate including any accounts in the name of the Security Agent or of the Company jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Liabilities Where such combination, set off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Security Agent's prevailing spot rate of exchange for purchasing the currency for which the Company is liable, with the existing currency.

19 Assignment

Neither the Security Agent nor the Company may assign, transfer, novate or dispose of any of or any interest in, its rights and obligations under this Assignment, save as provided in the Facilities Agreement.

20 Waivers

No failure or delay or other relaxation or indulgence on the part of the Security Agent to exercise any power, right or remedy shall operate as a waiver thereof or shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

21 Severability

Each of the provisions of this Assignment is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

22 Governing Law

This Assignment and any non-contractual obligations arising out of or in connection with it are governed by English law.

23 Enforcement

23.1 Jurisdiction of English courts

23.1.1 The courts of England have exclusive Jurisdiction to settle any dispute arising out of or in connection with this Assignment or any non-contractual obligation arising out of or in connection with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment) (a **Dispute**).

23.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

23.1.3 This clause is for the benefit of the Secured Parties only as a result, the Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with

jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

24 Counterparts

This Assignment may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment.

This Assignment has been executed as a deed and delivered on the date stated at the beginning of this Assignment.

Schedule 1 - The Keyman Policies

Part 1 – The Keyman Policies

No of Policy	Date	Insurer	Life Assured	Sum Assured	Term	Beneficiary
27652-2TA-DYS	1 January 2013	Zurich	Mr Gordon Ramsey	£5,000,000	10 years	Gordon Ramsay Restaurants Ltd.

Part 2 - Notice

[Party to Contract]

[Address]

Attention [**]

[Date]

Dear Sirs

We refer to the Policy in respect of the life and health of [Mr Gordon Ramsay] issued by you (the **Policy**).

We hereby give you notice that by an assignment dated [**] 2022 granted by us (the **Company**) to Barclays Bank PLC (the **Security Agent**) we have assigned to the Security Agent all of our rights, title and interest and benefits in and to the Policy.

Please note that we are not entitled to agree to cancel or modify the Policy in any way, except with the Security Agent's prior written consent.

You are hereby directed to comply with all requests and instructions received by you from the Security Agent and to pay all sums payable to us pursuant to the Policy to the Security Agent at 1 Churchill Place, London E14 5HP (Attention- [**]) and to hold the benefit of the Policy to the order of the Security Agent.

Please sign the endorsement and consent on the enclosed copy of this notice and forward it to the Security Agent at the above address.

This letter is governed by English law.

Yours faithfully

For and on behalf of **Gordon Ramsay Restaurants Ltd.**

Part 3 - Acknowledgement

Barclays Bank PLC
1 Churchill Place
London
E14 5HP

Attention [...]

[Date]

Dear Sirs

We acknowledge receipt of a notice of which this is a copy (the **Notice**).

We agree to conform to the provisions of the Notice and hereby consent to the assignment in your favour referred to in the Notice. We note and accept that the Company is not entitled to agree to cancel or modify the Policy in any way, except with your prior written consent.

We further agree that, if the Company is in breach of any provision under any of the Policy, whether by failure to pay the premiums or otherwise, we shall, before terminating any of the Policy or otherwise enforcing our rights against the Company, notify you in writing of the breach and allow you 14 days to remedy the breach. We hereby acknowledge that you are under no obligation or liability to remedy any breach or otherwise to comply with any obligations on the part of the Company under the Policy.

This letter is governed by English law.

Yours faithfully

For and on behalf of

[Insurer]

Execution Page

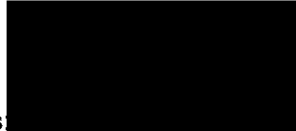
The Company

Executed as a deed by a director for and on)
behalf of **Gordon Ramsay Restaurants**)
Ltd. in the presence of:



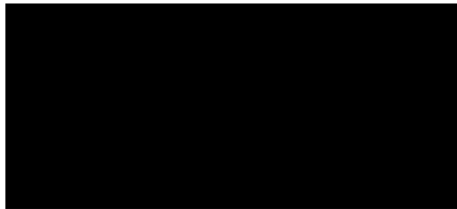
Witness Details:

Signature of witness:



Name of witness: *MARINA JAVED*

Address:



Occupation: *Solicitor*

The Security Agent

Executed as a deed by **Barclays Bank PLC**)
acting by)
it's duly authorised attorney in the presence of:

Witness Details:

Signature of witness:

Name of witness:

Address:

Occupation:

Execution Page

The Company

Executed as a deed by a director for and on)
behalf of **Gordon Ramsay Restaurants**)
Ltd. in the presence of: \

Witness Details:

Signature of witness:

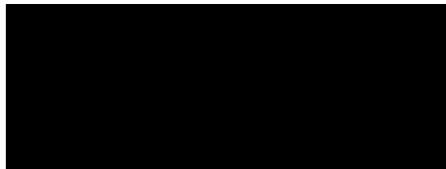
Name of witness:

Address:

Occupation:

The Security Agent

Executed as a deed by **Barclays Bank PLC**)
acting by)
it's duly authorised attorney in the presence of:

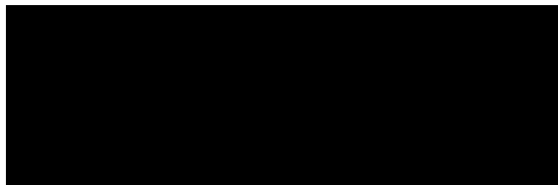


Witness Details:

Signature of witness:

Name of witness:

Address:



NEIL BROWN



Occupation:

DIRECTOR