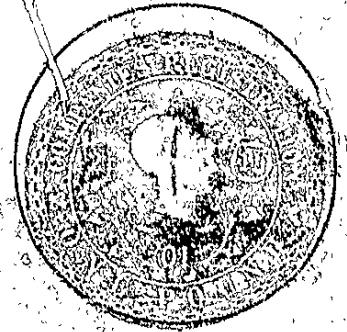


"COMPANIES' ACTS, 1862 to 1900."



Particulars to be supplied to the Registrar pursuant to S. 14 (7), of the Companies' Act, 1900 (63 & 64 Vict., c. 48), of a mortgage or charge created by the

Harrods Stores

Limited,

and being:—

~~(a) a mortgage or charge for the purpose of securing any issue of debentures; or~~

~~(b) a mortgage or charge on uncalled capital of the Company; or~~

~~(c) a mortgage or charge created or evidenced by an instrument, which, if executed by an individual, would require registration as a bill of sale; or~~

(d) a floating charge on the undertaking or property of the Company.

Strike out the heads (a), (b), or (c), which do not apply.

(NOTE.—The original instrument evidencing the mortgage or charge must be presented with this Return within twenty-one days after the date of its creation (S. 14) (1), accompanied by the particulars set out on this form.)

presented for Filing

by *George Sheald*

101 Brompton Road

London W.11

20 NOV 1901

PARTICULARS of a Mortgage

Harrods

(1) Date of creation of the Mortgage or Charge; or, in the case of a series of Debentures the date of the Covering Deed (if any) by which the Security is created or defined	(2) Amount secured by the Mortgage or Charge; or in the case of a series of Debentures, the total amount secured by the whole series	(3) Dates of Resolutions creating the series of Debentures <i>Charge</i> .	(4) Short particulars of the Property Mortgaged or Charged; or, in the case of a series of Debentures a General Description of the Property Charged
<i>1st November 1901</i>	<i>A sum not exceeding £120,000 to be received in instalments of £10,000 as may be required during the next 18 months</i>	<i>24th October 1901</i>	<i>Indenture relating to certain freehold Land in Charlotte St and Pavilion Road and certain land lying between Exeter Street and Haux Road (near to Home St) (now known as Basil Street) in the parish of Chelsea in the County of London, and the Messuages and buildings thereon.</i>

Stores

Limited.

(5)

(6)

Names (with Addresses and Descriptions)
of the Mortgagees or Persons entitled to
the charge; or in the case of a series of
Debentures the names, &c., of the Trustees
(if any), for the Debenture-holders

Where more than one issue of Debentures in the same series

Date of present
issue

Amount of present
issue

Total Amount previously
issued of this series
(if any)

*Barclay & Co. Ltd.
171 Brompton Road
London S.W.
Bankers.*

This Margin to be reserved for Binding.

Signature

Per Theodor Secretary

Certificate of the Registration of a Mortgage or Charge.

Pursuant to s. 14 (6) of the Companies' Act, 1900 (63 & 64 Vict. c. 48).



I hereby Certify that a Mortgage or Charge dated the Seventh
day of November, One thousand nine hundred and one
and created by the Barrod's Stores
Limited

for securing the sum of an amount not exceeding £12000

was this day Registered pursuant to s. 14 of the Companies' Act, 1900.

Given under my hand at London, this Twentieth day of November
One thousand nine hundred and one.

James Barber

Assistant Registrar of Joint Stock Companies.

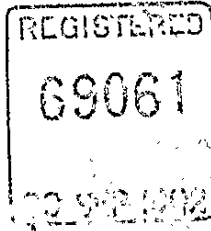
Certificate and Mortgage received by

J.W. Hawday
87 Brompton Road
J.W.

Date Nov 25th 1907
Companies' Act, 1900, sec. 14 (6).

P.F.O.

“COMPANIES’ ACTS, 1862 to 1900.”



Particulars to be supplied to the Registrar pursuant to S. 14 (7), of
the Companies’ Act, 1900 (63 & 64 Vict., c. 48), of a mortgage or charge
created by the

Harrods Stores Limited,

and being:—

Strike out the
Sub-heads (a), (b),
(c) or (d), which
do not apply.

- ~~(a) a mortgage or charge for the purpose of securing any issue of debentures; or~~
- ~~(b) a mortgage or charge on uncalled capital of the Company; or~~
- ~~(c) a mortgage or charge created or evidenced by an instrument, which, if executed by an individual, would require registration as a bill of sale; or~~
- (d) a floating charge on the undertaking or property of the Company.

(NOTE.—The original instrument evidencing the mortgage or charge must be presented with this Return within twenty-one days after the date of its creation (S. 14) (1), accompanied by the particulars set out on this form.)

Presented for Filing

by

E. S. Theald

81 1/2 St. Pauls Church

London W.C.



(1) Date of creation of the Mortgage or Charge; or, in the case of a series of Debentures the date of the Covering Deed (if any) by which the Security is created or defined	(2) Amount secured by the Mortgage or Charge; or in the case of a series of Debentures, the total amount secured by the whole series	(3) Dates of Resolutions creating the series of Debentures - <i>charge</i>	(4) Short particulars of the Property Mortgaged or Charged; or, in the case of a series of Debentures a General Description of the Property Charged
15 th September 1902	An amount not exceeding £150,000.	12 Sept 1902.	<p><i>Report of a Ward relating to.</i></p> <p>Freehold Hereditaments in the parish of Chelsea now known as Basil St - and Pentagon Row Properties.</p>

Names (with Addresses and Descriptions)
of the Mortgagees or Persons entitled to
the charge; or in the case of a series of
Debentures the names, &c., of the Trustees
(if any), for the Debenture-holders

Where more than one issue of Debentures in the same series

Date of present
issue

Amount of present
issue
†

Total Amount previously
issued of this series
(if any)

*Messrs Barclay & C^o Ltd
Bankers
111 Brompton Road
London SW*

Signature

G. H. Head

Secretary

† The numbers and the nominal amount of the Debentures should also be stated.

Certificate of the Registration of a Mortgage or Charge.

Pursuant to s. 14 (6) of the Companies' Act, 1900 (63 & 64 Vict. c. 48).



I hereby Certify that a Mortgage or Charge dated the Fifteenth
day of September, One thousand nine hundred and two
and created by the Barrod's Stores,
Limited
for securing the sum of a sum not exceeding £150,000.

was this day Registered pursuant to s. 14 of the Companies' Act, 1900.

Given under my hand at London, this Twenty-ninth day of September
One thousand nine hundred and two.

Ernest Cass

Registrar of Joint Stock Companies.

Certificate and Mortgage received by

G. A. Theals
84/109 Brompton Road
SW

Date 4th October 1902.

Companies' Act, 1900, sec. 14 (6).

"COMPANIES' ACTS, 1862 to 1900."

70275

4 OCT 1902



Memorandum of Satisfaction of Mortgage or charge created by the

Harrods Stores Limited

Limited,

to be entered on the register pursuant to s. 16 of the Companies' Act, 1900

(63 & 64 Vict., c. 48.)

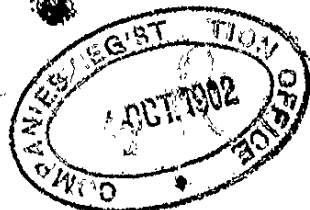
Presented for filing

Witnessed by

Geo. Theobald

57/6 109 Rrompton Road

P.A.



To the Registrar of Joint Stock Companies.

The Harrods Stores Limited

Limited

(a) Insert here
"mortgage" or "charge,"
"debentures" or "de-
benture stock," as the
case may be.

hereby gives notice that the (a) Charge dated the

Seventh day of November one thousand nine hundred

and one, and created by the Company for securing the sum of

£ 120.000- (not exceeding) was satisfied to the extent of

£ 40.000- on the 10th of May 1902.

40.000 on the 15th of September 1902.

The balance of £10,000 was not required, and consequently was not borrowed.

In witness whereof the common seal of the Company was hereunto

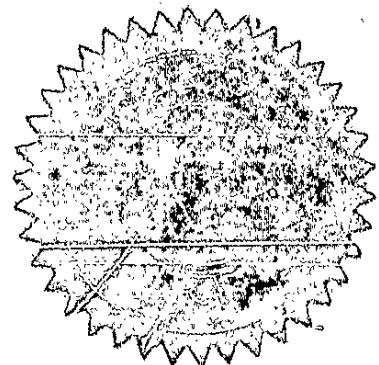
affixed the Second day of October one thousand

nine hundred and two in the presence of

Alfred Austin

W. W. Wender

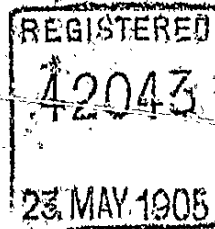
Directors.



F. S. Shearman

Secretary.

"COMPANIES' ACTS, 1862 to 1900."



Memorandum of Satisfaction of Mortgage or charge created by the

Harrods Stores

Limited,

to be entered on the register pursuant to s. 16 of the Companies' Act, 1900

(63 & 64 Vict., c. 48.)

Presented for filing

by M. Kerina sb

31-34, Bowditchall st

London E.C.



The

Harrods Stores

Limited

(a) Insert here
"mortgage" or "charge,"
"debentures" or "de-
benture stock," as the
case may be.

hereby gives notice that the (a) Equitable charge dated the

fifteenth day of September one thousand nine hundred

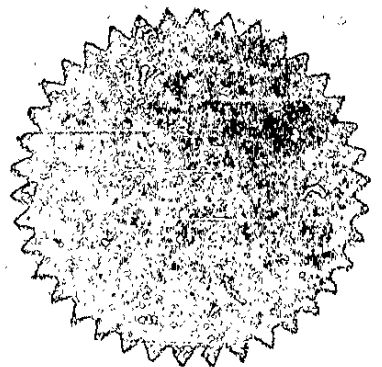
and two, and created by the Company for securing the sum of
(one hundred and fifty thousand pounds)
£ 150,000 was satisfied to the extent of

£ 150,000 on the 27th of June 1904.

In witness whereof the common seal of the Company was hereunto
affixed the fifteenth day of May one thousand
nine hundred and five in the presence of

Alfred Newton
James Bailey Directors.

E. Sheale Secretary.

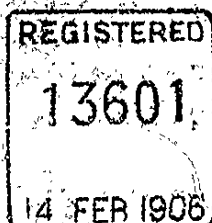


No. of
Certificate

3070-43.

[C.A. 8.]
24.0.05.

"COMPANIES ACTS, 1862 to 1900."



Particulars to be supplied to the Registrar pursuant to S. 14 (7), of
the Companies Act, 1900 (63 & 84 Vict. c. 48), of a mortgage or charge
created by Harrods Stores

Limited,

and being:—

Strike out the
Sub-heads (a), (b),
(c) or (d), which
do not apply.

- (a) a mortgage or charge for the purpose of securing any issue of debentures; or
- ~~(b) a mortgage or charge on uncalled capital of the Company; or~~
- (c) a mortgage or charge created or evidenced by an instrument which, if executed by an individual, would require registration as a bill of sale; or
- ~~(d) a floating charge on the undertaking or property of the Company.~~

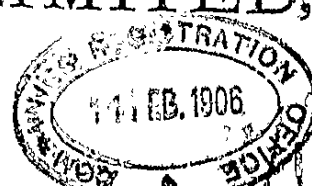
(NOTE.—The original instrument evidencing the mortgage or charge must be presented with this Return within twenty-one days after the date of its creation (S. 14) (1), accompanied by the particulars set out on this form.)

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,
LONDON WALL, LONDON.

Presented for filing by

McKenna & Co.



PARTICULARS of a Mortgage

Harrod's

(1) Date of creation of the Mortgage or Charge; or, in the case of a series of Debentures, the date of the Covering Deed (if any) by which the Security is created or defined	(2) Amount secured by the Mortgage or Charge; or, in the case of a series of Debentures, the total amount secured by the whole series	(3) Dates of Resolutions creating the series of Debentures	(4) Short particulars of the Property Mortgaged or Charged; or, in the case of a series of Debentures, a General Description of the Property Charged
<p><i>Deed of Arrangement dated 26 Jan: 1906</i></p> <p><i>supplemental to Trust Deed dated 22nd April 1892 and Deed of Assignment dated 24th August 1894</i></p>	<p><i>£97,400 (the balance outstanding of an original amount of £100,000 - secured by debentures issued in 1892-1894)</i></p>	<p><i>5 February 1892.</i></p>	<p><i>Leasehold premises at the corner of Brompton Road and Hans Crescent in the County of London held under a lease dated the 29th December 1905 and made between Thomas Edward Jennings of the first part John Coddard of the second part and the Company of the third part (being the lease granted pursuant to Agreements forming part of the security for the said debentures).</i></p>

Note: The mortgage is not to secure a new loan but is to perfect the security consequent upon the granting of the new lease.

This document is to be reserved for binding.

or Charge Created by the

Stores

Limited.

(b)	(6)		
Names (with Addresses and Descriptions) of the Mortgagees or Persons entitled to the Charge; or, in the case of a series of Debentures, the names, &c., of the Trustees (if any), for the Debenture-holders	Where more than one issue of Debentures in the same series		
	Date of present issue	Amount of present issue	Total Amount previously issued of this series (if any)
<p>Sir James Bailey of 1 Princes Gate, London W. William Mendel of 5 Whittington Avenue, Leadenhall Street in the City of London Merchant, Sir Alfred James Newton, Baronet of 17 Cumberland Terrace Regent's Park in the County of London (Trustees for debenture holders).</p>			

This Margin to be reserved for Binding.

Certificate of the Registration of a Mortgage or Charge.

Pursuant to s. 14 (6) of the Companies Act, 1900 (63 & 64 Vict. c. 48).



I hereby Certify that a Mortgage or Charge dated the

Twenty-sixth

day of *January*, One thousand nine hundred and *six*

Supplemental to a Trust Deed dated the 22nd April 1892 and a Deed of Assignment dated the 24th August 1894.

and created by *Carrod's Stores*

Limited,

for securing the sum of

£97,400 (being the balance outstanding of the Series of Debentures secured by the above mentioned Trust Deed)

was this day Registered pursuant to s. 14 of the Companies Act, 1900.

Given under my hand at London, this

Fourteenth day of *February*

One thousand nine hundred and

six

H. F. Sanster

Registrar of Joint Stock Companies.

Certificate and Mortgage received by

McKenna & Co.

31/34 Basinghall Street E.C.

Date

6th March 1906

Companies Act, 1900, sec. 14 (6).

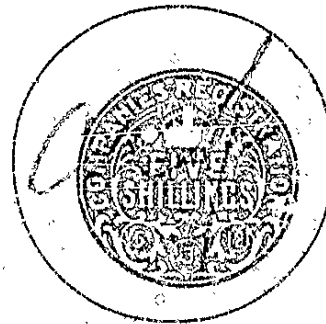
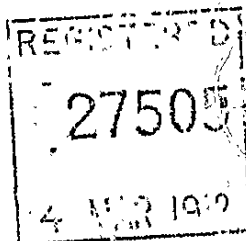
P.E.O.

Certificate No. 30209 160

Price Twopence.

Form No. 54.

THE COMPANIES ACTS, 1862 to 1907.



A 5/-
Companies'
Registration
Fee Stamp
must be
impressed
here.

* **STATEMENT** pursuant to Section 12 of the

* This Statement must be rendered on or before the 30th September, 1908. The penalty for default on the Company and its officials and others is £50 for every day during which the default continues.

Companies Act, 1907 (7 Edwd. 7, c. 50) by the

Harrods Stores

Limited.

NOTE.—The person signing this must be duly authorised to do so and must append his official designation or position in relation to the Company.

Presented for filing

by McKenna & Co

31/34 Basinghall Street

STATEMENT, pursuant to Section 12 of the

~~The~~

Harrods

of the total amount outstanding on the 1st July, 1908, of the debts of which under the provisions of that Act would have required registration had under Section 14 of the Companies Act, 1900.

* Description of Mortgage or Charge

Debenture Trust Deed made between Harrods Stores Limited of the one part and James Bailey of Baileys Hotel South Kensington Middlesex William Mendel of Whittington Avenue Leadenhall Street London E.C. Merchant and Alfred James Newton of Aldersgate Street E.C. Alderman: Merchant being a Mortgagee of certain leasehold property situate at Brompton Road London S.W. for receiving the payment of £100,000 Debentures created by the Company.

Deed of Assignment made between the same parties whereby certain other leasehold property was assigned by way of further security.

Deed of Arrangement and Further Security made between the same parties consequent upon the grant of a new lease of certain of the property comprised in the previous deeds.

Reserved for Binding.

Companies Act, 1907, by

Stores

Limited,

the Company secured by Mortgages or Charges created before the 1st July, 1908,
they been created after the said date; except those already required to be registered

Date of Creation
or
Mortgage or Charge

Amount

£ 96,550

22nd April 1892

24th August 1894.

26th January 1906.

TOTAL AMOUNT £

96,550

Signature

R. W. Griffiths

Designation of position in
relation to the Company

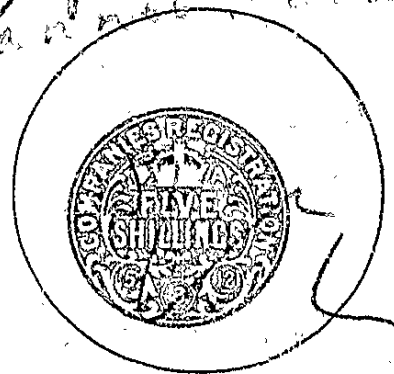
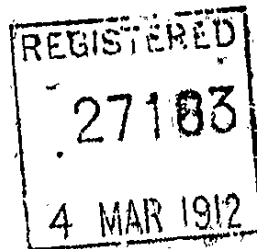
Secretary

Date

14th February 1912

Reserved for Binding.

COMPANIES (CONSOLIDATION) ACT, 1908.



Memorandum of Satisfaction of Mortgage or Charge created by the

Harrods Stores

Limited,

to be entered on the register pursuant to s. 97 of the Companies

(Consolidation) Act, 1908 (8 Edw. 7, ch. 69).

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

LONDON WALL, LONDON.

Presented for filing by

McKenna & Co

31/34 Basinghall Street & Co.

305.



~~The~~

Harrods Stores

Limited.

WE, *Richard Burbidge* of *51 Hans Mansions SW* a

Director of the above-named Company, and *Richard Lawson Griffith*
of *87-135 Brompton Rd SW*, the Secretary of the above-named

Company, solemnly and sincerely declare that the particulars contained
in the Memorandum of Satisfaction dated *February fifteenth 1912*
now produced to us, and marked "A," are true to the best of our
knowledge, information and belief.

And we make this solemn Declaration, conscientiously believing the
same to be true, and by virtue of the provisions of the "Statutory
Declarations Act, 1835."

Witness by both declarants *Witness*
Declared at *Harrods Stores*

87-135 Brompton Road SW
London

the *21st* day of *February*

one thousand nine hundred and *twelve* before me

Chas. J. F. Smith
A Commissioner for Oaths.

R. S. Burbidge

R. M. Griffith

The

Harrods Stores

Limited

(a) Insert here
"mortgage" or "charge,"
"debentures" or "de-
benture stock," as the
case may be.

hereby gives notice that the (^a) Debenture Trust Deed dated the

22nd day of April --- one thousand ^{eight}~~four~~ hundred

and ninety two, and created by the Company for securing the sum of

£100,000 Trust Mortgage Debentures (of which £97,400 was ~~satisfied to the extent of~~

outstanding on 26th January 1906) together with the Supplemental
deeds thereto dated respectively the 24th day of August 1894 and
the 26th day of January 1906 were satisfied to the full extent
on the 29th day of December 1911.

In witness whereof the common seal of the Company was hereunto

affixed the fifteenth day of February --- one thousand

nine hundred and twelve in the presence of

Alfred J. Newton

Directors.

Robert A. Plimmet

Seal of
Company.

R. H. Griffith

Secretary.

This is the Memorandum marked
of Richard Burbidge
made the 21st day of February 1912
referred to in the Declaration
and Richard Hobson Griffiths

Chas. F. M. Smith
A Commissioner for Oaths.

COMPANIES ACTS 1908 to 1917.

Memorandum of Satisfaction of Mortgage or Charge pursuant to Section 97 of the Companies (Consolidation) Act 1908, with Statutory Declaration verifying the same.

"A"



Harrods

Limited

(a) Insert here "mortgage" or "charge," "debentures" or "debenture stock," as the case may be.

hereby gives notice that the *(a) Debenture Trust Deed* dated the *22nd* day of *April* *eight* One thousand *nine* hundred

and *92*, and created by the Company for securing the sum of

Debentures (of which £96,550).

£100,000 First Mortgage was satisfied to the extent of *was outstanding on the 1st day of July 1908) together with the supplemental deeds thereto dated respectively the 2nd day of August 1894 and the 26th day of January 1906 were satisfied to the full extent.* on the *29th* day of *December* 1922.

In witness whereof the common seal of the Company was hereunto

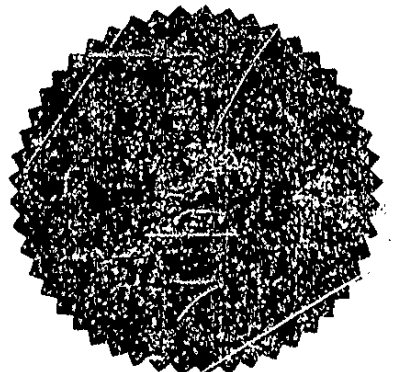
Are 60

affixed the *twenty eighth* day of *June* One thousand

104662 nine hundred and twenty *two* in the presence of

Woodman & Rybridge
Directors.

R. H. Guipish Secretary.



Presented for filing by

H. C. Hanna Esq
31/4 Basinghall Street. E.C.2.

Declaration verifying Memorandum of Satisfaction.

Harrods

Limited.

We *Ed. Woodman Burbridge* of *51 St. James Mansions*, a
Director of the above-named Company, and *Richard Horace Griffith*
of *87/135 Brompton Road, S.W.*, the Secretary of the above-named
Company, solemnly and sincerely declare that the particulars contained
in the Memorandum of Satisfaction dated *28th June 1922*
now produced to us, and marked "A," are true to the best of our
knowledge, information and belief.

And we make this solemn Declaration, conscientiously believing the
same to be true, and by virtue of the provisions of the "Statutory
Declarations Act 1835."

Declared by the said *Ed. R. Woodman*
Burbridge and *Richard*
Horace Griffith
at *87/135 Brompton Road*
London S.W.

the *30th* day of *June*
One thousand nine hundred and twenty *two*

Before me,

Ed. Woodman

A Commissioner for Oaths.

Number of
Company } 30209
223



Form No. 47B

THE COMPANIES ACT 1948

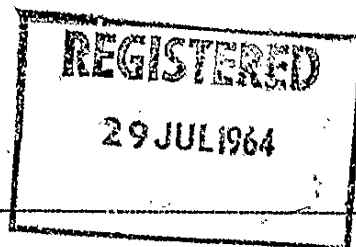


See below
as to fees
payable

PARTICULARS of a Mortgage or Charge subject to which property has been acquired by a Company registered in England.

Pursuant to section 97

Insert the
Name of
the
Company.



HARRODS

LIMITED.

The fee payable on registration of a Mortgage or Charge is 10s. if the amount secured does not exceed £200, and £1 if it exceeds £200.

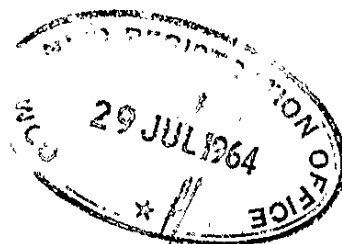
The provisions of section 97 of the Companies Act, 1948, are reproduced on the back of this form.

Presented by

Baileys, Shaw & Gillett,

5 Berners Street,

London, W.1.



The Solicitors' Law Stationery Society, Limited
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
28-30 John Dalton Street, Manchester, 2; 75 St. Mary Street, Cardiff; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Particulars of a Mortgage or Charge subject

(1) Date and description of the instrument creating or evidencing the Mortgage or Charge (a).	(2) Date of the acquisition of the Property.	(3) Amount owing on the security of the Mortgage or Charge.	(4) Short particulars of the Property Mortgaged or Charged.
Mortgage 11th April 1960	22 nd July 1964	£3,000,000 with current interest thereon. 69B	Freehold premises known as Nos. 308/318 Oxford Street, W.1.

(a) A description of the Instrument, *e.g.*, "Trust Deed," "Mortgage," "Debenture," etc., as the case may be, should be given.

A copy of the instrument, certified as prescribed in paragraph 4 of the Companies (Forms) Order, 1949, must be delivered with these Particulars. Paragraph 4 is reproduced on the back of this form.

Note.—This margin is reserved for binding and must not be written across

to which property has been acquired by

HARRODS Limited, a Company registered in England.

(5)

Names, Addresses and Descriptions of the Mortgagees or Persons
entitled to the Charge.

The Legal and General Assurance Society Limited

Number 188, Fleet Street, London.

Note.—This margin is reserved for binding and must not be written across

Signature

Designation
of position in
relation to the
Company.

Director and Secretary

Dated the 27th day of July 1964

DUPLICATE FOR THE FILE

Certificate of the Registration of a Mortgage or Charge.
Pursuant to Section 98 (2) of the Companies Act, 1948.



I hereby Certify that a Mortgage or Charge for the sum of
£3,000,000 secured on property acquired by HARRODS LIMITED

On the twenty-second day of July

One thousand nine hundred and sixty four

was **Registered** pursuant to Section 97 of the Companies Act, 1948 on the
twenty-ninth day of July One thousand nine
hundred and sixty four.

Given under my hand at London this fourth day of
August One thousand nine hundred and sixty four.

Certificate and Mortgage received by

Baileys Shaw & Gillett

5, Bees St W.C.

Date 6/8/64

L. W. Whitfield

Assistant Registrar of Companies.

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

573

To the Registrar of Companies

For official use

Company number

[] [] [] []

00030209

Name of company

* Harrods Limited

I, Susan Jerman

of Harrods Limited

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

Date and Description of charge: 11/4/60 Mortgage

Date of Registration: 29/7/64

Name and address of [chargee][trustee for the debenture holders]:

Legal and General Assurance Society Limited

Short particulars of property charged:

308/318 Oxford Street, London W1

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 20 Man Road
Hendon SW3 1RT

Declarant to sign below

Sp the 28th day of April

one thousand nine hundred and ninety three

before me S. T. Blanchet

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

S. T. BLANCHET

SOLICITOR

11/5
Presenter's name address and
reference (if any):

Herbert Smith
Exchange House
Primrose Street
London EC2A 2HS

Reference: C115

For official Use
Mortgage Section

RECEIVED

1 MAY 1993

Post room



M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

M24

Company number

☒ ☐ ☐

00030209

Name of company

* HARRODS LIMITED

* insert full name
of company

Date of creation of the charge

30th April, 1993

Description of the instrument (if any) creating or evidencing the charge (note 2)

A guarantee and debenture (the "Guarantee and Debenture") dated 30th April, 1993, made between Harrods Limited (the "Chargor") (1) and Samuel Montagu & Co. Limited as trustee for the Beneficiaries (the "Trustee" and reference thereto shall include reference to any successor, transferee or assignee of the said Trustee) (2)

Amount secured by the mortgage or charge

All actual, contingent, present and/or future obligations and liabilities of the Chargor to such of the Beneficiaries pursuant to or in respect of (including any liability in respect of further advances made thereunder) such of the Finance Documents as shall be determined in accordance with the Trust Agreement (the "Secured Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

SAMUEL MONTAGU & CO. LIMITED (as Trustee)
10 LOWER THAMES STREET, LONDON

Postcode

EC3R 6AE

Presentor's name address and
reference (if any):

Clifford Chance,
200 Aldersgate Street,
London, EC1A 4JJ

Ref.SXB/SP/S0044/04663/PT

For Official Use
Mortgage Section

REGISTERED

14 MAY 1993

Post Room



Time critical reference

In the Guarantee and Debenture, the Chargor, as beneficial owner, charged in favour of the Trustee as trustee for the Beneficiaries:

- (a) by way of first legal mortgage the Real Property, being the property listed at Attachment 1 below, together with the Fixtures thereon, and including the whole or any part or parts thereof, and the Shares and the proceeds of sale thereof;
- (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immoveable property as at 30th April, 1993 or at any time during the continuance of the security belonging to the Chargor (other than the Real Property) and the proceeds of sale thereof and all Fixtures from time to time on any such property belonging to or charged to the Chargor;
- (c) by way of fixed charge all plant and machinery (other than Fixtures) owned by the Chargor both as at 30th April, 1993 and future;

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in black type, or
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Particulars as to commission allowance or discount (note 3)

Signed

Clifford Chance

Date

14 May 1993

On behalf of [company][mortgagee/chargee]†

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

00030209

Name of company

HARRODS LIMITED

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Definitions

"Agreements" means (severally):

- (i) all Agreements for Lease;
- (ii) all Agreements for Sale;
- (iii) all Interest Rate Protection Agreements;

"Agreements for Lease" means (severally) all agreements, contracts, options or undertakings, whether as at 30th April, 1993 or thereafter in existence for or relating to the creation of any estate interest or right in or over the Property or any part thereof (including without limitation any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Property);

"Agreements for Sale" means (severally) all agreements, contracts or options as at 30th April, 1993 or thereafter to come into existence for or in relation to the assignment, transfer or disposal by way of sale of the whole or any part of the Property or any estate or interest therein or under which any capital sum is or is to be derived from the Property or any part thereof;

"Beneficiaries" means:

- (i) the Trustee,
- (ii) Samuel Montagu & Co. Limited as agent for Midland Bank plc, Credit Suisse, Deutsche Bank A.G., London Branch, Dresdner Bank A.G., London Branch, The Royal Bank of Scotland plc, The Governor and Company of the Bank of Scotland, Generale Bank, Banque Nationale de Paris, London Branch, Credit Lyonnais, Société Générale and The Toronto-Dominion Bank (the "Initial Creditors") or as agent in any designating instrument and each transferee of any such agent;
- (iii) the Initial Creditors; and
- (iv) each person named as an additional creditor in any designating instrument or a transferee thereof who executes and delivers an accession undertaking (the "Additional Creditors")

and each transferee of any of the Creditors (or in the case of any of the above, its successors in title);

"Charged Property" means the property, assets and income of the Chargor mortgaged, assigned or charged to the Trustee (whether by way of legal mortgage, legal or equitable assignment, fixed or floating charge) by or pursuant to the Guarantee and Debenture and each and every part thereof;

"Creditors" means the Initial Creditors and the Additional Creditors and each transferee of any of the Creditors;

"Disposal" means a sale or other disposal (including by way of lease or otherwise) of all or any part of the shareholdings, undertaking, assets or property of any member of the Group whether by one transaction or a series of transactions;

"Encumbrance" means any mortgage, charge, assignment for the purposes of security, pledge, lien, rights of set off, arrangements for retention of title to goods, or hypothecation or trust arrangement which has, or would have, the effect of, granting security or other security interests of any kind whatsoever or any agreement, whether expressed to be conditional or otherwise, to create any of the same;

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in black type, or
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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- (d) by way of fixed charge all book and other debts as at 30th April, 1993 or at any time thereafter due or owing to the Chargor together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof (the "Debts") and all bank accounts (if any) held by the Chargor with the Trustee;
- (e) by way of fixed charge all rights and claims to which the Chargor is at 30th April, 1993 or may thereafter become entitled in relation to all monies as at 30th April, 1993 or thereafter standing to the credit of any bank accounts opened or maintained with the Trustee together with all rights relating or attaching thereto (including the right to interest);
- (f) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital (other than the Shares and shares in Mallett plc, Radio Clyde Holdings plc, M&I Gay Limited, House of Fraser Trustees Limited, Harrods Trustees Limited and shares in any company incorporated outside of England and Wales and outside of Scotland beneficially owned by the Chargor and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or after 30th April, 1993 belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (g) by way of fixed charge the goodwill of the Chargor and its uncalled capital as at 30th April, 1993 or at any time thereafter in existence; and
- (h) by way of fixed charge all Intellectual Property.

2.1 The Chargor, as beneficial owner, assigned to the Trustee as trustee for the Beneficiaries all the Chargor's right, title and interest present and future:

- (a) (save where (and then only to the extent that) the same would be prohibited by or inconsistent with the insurance arrangements under any Headlease or Occupational Lease) in and to the Insurances being all insurances from time to time effected by the Chargor in respect of any of the Charged Property, including without limitation the benefit of all rights arising thereunder and all rights to prosecute in the name of the Chargor and any third party in respect of any breaches of the same or any rights arising and the benefit of all sums received or receivable in such;
- (b) in and to all rights to which the Chargor is now or may hereafter become entitled in respect of the proceeds of any order of the Court made pursuant to Section 238(3), 239(3) or 244 of the Insolvency Act 1986; and
- (c) in and to any Interest Rate Protection Agreement now belonging to the Chargor and all the Chargor's rights or remedies as at 30th April, 1993 or thereafter in existence arising thereunder.

2.2 The Chargor, as beneficial owner, assigned in equity in favour of the Trustee as trustee for the Beneficiaries all its right, title and interest in:

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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in black type, or
bold block lettering

Company number

00030209

Name of company

HARRODS LIMITED

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Event of Default" means any of the events, however described, specified in any of the following agreements:

- (i) the £235,000,000 syndicated revolving credit facility agreement dated 30th April, 1993 between House of Fraser Limited, Samuel Montagu & Co. Limited as agent and the financial institutions named in the First Schedule thereto (the **"House of Fraser Facility Agreement"**);
- (ii) the loan facility agreement dated 18th April 1988, outstanding at 30th April, 1993 in the principal amount of £375,000,000 between House of Fraser Holdings plc, Samuel Montagu & Co. Limited as agent and the financial institutions named in the First Schedule thereto (the **"Holdings Facility Agreement"**);
- (iii) the loan facility agreement dated 19th April 1988, outstanding at the 30th April, 1993 in the principal amount of £40,600,000 between House of Fraser Property Investments plc, Samuel Montagu & Co. Limited as agent and the financial institutions named in the First Schedule thereto and in relation to which certain of the financial institutions named in Part 3 of the First Schedule to the Guarantee and Debenture have assumed an additional aggregate participation in the amount of £19,967,171.05 by way of novation (the **"House of Fraser Facility Agreement"**);

as an event upon the occurrence of which any of the Creditors, (or their agent on their behalf) becomes entitled to call for early repayment of all or any of the sums owing to such Creditor(s) under any of the Finance Documents;

"Facility Agreements" means the House of Fraser Facility Agreement, the Holdings Facility Agreement, the House of Fraser Facility Agreement, the £12,000,000 overdraft and related working capital facility agreement of 30th April, 1993 between House of Fraser Limited and Midland Bank plc (the figure of £12,000,000 including the maximum net exposure permitted thereunder as at the date hereof in respect of foreign exchange facilities), the £5,000,000 overdraft and related working capital facility agreement of 30th April, 1993 between House of Fraser Limited and Clydesdale Bank PLC and the £650,000 overdraft agreement in place at 30th April, 1993 between House of Fraser Holdings plc and The Royal Bank of Scotland plc;

"Finance Documents" means the Trust Agreement made between Samuel Montagu & Co. Limited and Others, dated 30th April, 1993, each of the Security Documents and the Facility Agreements and in relation to an Additional Creditor means this Agreement and the documents or agreements under which (or which evidence the terms of contracts, whether or not in writing, under which) indebtedness owed by one or more Obligors to such Additional Creditor arises (as specified in the appropriate designating instrument) and (in either case) any other documents or agreements which are related thereto, and **"Finance Document"** means any one of such documents;

"Fixtures" includes all buildings, erections and structures at any time on or in the course of construction on the Property and/or the Real Property and includes all fixtures, fittings, plant, machinery, equipment, installations and apparatus now and from time to time in or on or belonging to any Property and which belong to the Chargor;

"Group" means House of Fraser Holdings plc and its subsidiaries;

"Headlease" means any lease, tenancy or licence or agreement for any of the same under which the Chargor holds or acquires any Property;

"Intellectual Property" means the Chargor's interest in the trade and service marks and trade and business names Harrods and House of Fraser in any part of the world including applications for any of the foregoing and rights to apply for them in any part of the world and including the registered trade and service mark and applications therefor listed in Attachment 2 as at 30th April, 1993 or at any time thereafter belonging to the Chargor;

"Interest Rate Protection Agreement" means each Interest Rate Protection Agreement entered into by the Chargor pursuant to the Finance Documents;

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

- (a) the benefit of (severally) any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents as at 30th April, 1993 or thereafter entered into by or given to the Chargor in respect of the Property and all documents now or after 30th April, 1993 in existence necessary to enable the Trustee to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Chargor under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to the Chargor thereunder) and all the Chargor's rights or remedies as at 30th April, 1993 or thereafter in existence arising thereunder;
- (b) the benefit of the Agreements (other than an Interest Rate Protection Agreement) and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such agreements payable to the Chargor thereunder and all the Chargor's rights or remedies as at 30th April, 1993 or thereafter in existence arising thereunder;
- (c) the benefit of all covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any Occupational Lease or to any licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral to any Occupational Lease and of all guarantees or indemnities in any of the aforesaid;
- (d) the benefit of all rights and claims to which the Chargor as at 30th April, 1993 or may thereafter become entitled in relation to the Property is (including those against all persons who as at 30th April, 1993 or may at any time be in occupation of the Real Property under any Occupational Lease and all guarantors and sureties for the obligations of such persons);
- (e) the benefit of all guarantees, warranties and representations given or made now or after 30th April, 1993 by and any rights or remedies against all or any of the designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures;
- (f) all present or future banking accounts of the Chargor situate in any jurisdiction (other than any accounts opened or maintained with the Trustee) and any and all monies from time to time standing to the credit thereof and all rights relating or attaching thereto (including the right to interest);
- (g) all chattels as at 30th April, 1993 or at any time thereafter held, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- (h) the benefit of all present and future licences held in connection with the business carried on upon the Property or any part thereof and also the right to recover and receive all compensation which may at any time become payable to the Chargor under the Licensing Act 1964; and
- (i) the benefit of any Interest Rate Protection Agreement from time to time belonging to the Chargor other than that assigned in the manner described in Paragraph 2.1 above and all the Chargor's rights or remedies arising thereunder.

3.1 The Chargor, as beneficial owner charged in favour of the Trustee as trustee for the Beneficiaries by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets situated in and governed by the law of England and Wales and which are from time to time or for the time being effectively mortgaged or charged to the Trustee by way of fixed charge or effectively assigned (whether at law or in equity) to the Trustee in the manner described in Paragraphs 1 and 2 above or otherwise pursuant to this Guarantee and Debenture

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

00030209

Name of company

HARRODS LIMITED

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Majority Beneficiaries" means Beneficiaries whose Outstanding Amounts at the relevant time amount in aggregate to more than 66⅔% of the sum of the Outstanding Amounts of all the Beneficiaries, as determined by the Trustee;

"Obligors" means House of Fraser Property Investments plc, House of Fraser Limited, House of Fraser Holdings plc, the Chargor, Harrods International Limited or House of Fraser (Stores) Limited (the "Initial Obligors") and any such person who shall have become a party to the Trust Agreement pursuant to Clause 8.3 thereof;

"Occupational Lease" means (severally) any lease, underlease, sub-lease, tenancy or licence, agreement, option, occupation agreement or any other document or agreement for any of the same to which any Property held or acquired by the Chargor is or becomes subject;

"Outstanding Amounts" at any time in relation to a Beneficiary means all amounts which are owing, actually or contingently, at such time by the Obligors to such Beneficiary under the Finance Documents in respect of principal whether or not due. Provided that such Outstanding Amounts of any of Midland Bank plc, Clydesdale Bank PLC, Royal Bank of Scotland and any Additional Creditor for which no agent is specified in the relevant designating instrument and/or their transferees shall for the purposes of the definition of Majority Beneficiaries be zero;

"Property" means (severally) the Real Property and any other freehold leasehold heritable or other immoveable property or estate or interest whatsoever in land as at 30th April, 1993 or thereafter belonging to the Chargor together with the Fixtures thereon and references to the Property shall be taken to include references to the whole or any part or parts of any property comprised therein at any time;

"Receiver" means an administrative receiver or a receiver appointed pursuant to the provisions of this Guarantee and Debenture or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager;

"Security Documents" means the Trust Agreement and any other document entered into on 30th April, 1993 or from time to time by any of the Obligors by which such Obligor undertakes a liability to the Trustee as trustee for the Beneficiaries in respect of any of the Secured Obligations by way of guarantee or indemnity or otherwise or which creates or evidences a security interest in favour of the Trustee as trustee for the Beneficiaries over any of the assets of such Obligor as security for any of the Secured Obligations or as security for the obligations of such Obligor under any guarantee and indemnity given or granted by such Obligor in respect of any of the Secured Obligations or creates or evidences any right or interest related thereto, or any document whereby the indebtedness owed by any Obligor to any person is subordinated to some or all of the Secured Obligations;

"Shares" means the shares (if any) owned by the Chargor at 30th April, 1993 and issued to it or to nominees on its behalf in Binns Limited, Dickens & Jones Limited, Chiesman's Limited, Schofields Limited and House of Fraser (8) Limited including all its right, title and interest to such shares together with any substituted or additional shares or other securities and further including all allotments, accretions, offers voting or other rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all stocks, shares, rights, money or property accruing thereto or offered at any time by way of conversion, redemption, bonus preference, option or otherwise in respect thereof; and

"Trust Agreement" means the Trust Agreement dated 30th April, 1993 between Samuel Montagu & Co. Limited as Trustee, Samuel Montagu & Co. Limited as agent for a syndicate of banks, Samuel Montagu & Co. Limited as for a second syndicate of banks, Samuel Montagu & Co. Limited as agent for a third syndicate of banks, the Initial Creditors and the Initial Obligors.

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Narnes, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Provided always that, save only in respect of any property and assets situated in and governed by the law of England and Wales and effectively charged by way of fixed charge or assignment as aforesaid, the floating charge hereby created shall extend to all assets and property governed by the law of or situated in any jurisdiction and nothing contained in Clause 5 of the Guarantee and Debenture as described in this Paragraph 3 shall take effect so as to exclude such property and assets from such floating charge. (The undertaking property and assets being charged by way of floating charge being hereinafter collectively referred to as the "Floating Charge Property").

3.2 The floating charge constituted as described in Paragraph 3.1 above shall rank in priority after any standard security or other fixed security granted in favour of the Trustee as trustee for the Beneficiaries under the laws of any jurisdiction.

Note:

At Clause 8.1 of the Guarantee and Debenture the Chargor undertook with the Trustee that without the prior written consent of the Trustee it would not nor would it agree or purport to:

- (a) create or permit to subsist any Encumbrance whether ranking in priority to or pari passu with or after the mortgages, assignments and the fixed and floating charges created by the Guarantee and Debenture or any other security created by the Guarantee and Debenture save to the extent permitted or required under the Finance Documents; or
- (b) allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof and the reasonable costs incurred by the Trustee of lodging from time to time a caution against registration of the title to such property (if unregistered) or any part thereof shall be an expense properly incurred in relation to this security; or
- (c) execute or agree to execute any conveyance, transfer, lease or assignment of all or any part of the Charged Property; or
- (d) dispose or agree to dispose of, or create or agree to create, any legal or equitable estate or interest in or over, or relating to the enjoyment of, all or any part of the Charged Property or grant or agree to grant any licence or consent, whether expressly or by conduct, for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which any of the Charged Property may from time to time be subject and the Chargor will procure that no person shall without the prior written consent of the Trustee become entitled to assert any proprietary interest or right over, or which may affect the value of, any of the Charged Property; or
- (e) exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy or licence of or relating to all or any part of the Charged Property or accept or agree to accept a surrender, cancellation, assignment, charge or any other disposal of any lease, tenancy, licence, credit sale agreement or hire purchase agreement thereof or relating thereto or, unless commercially prudent so to do, acting reasonably, agree to vary the provisions of any lease, tenancy or licence thereof or relating thereto; or
- (f) allow any person any licence or other right to use, occupy or share possession of all or any part of the Charged Property if as a result a relationship of landlord and tenant is thereby created;

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

Please complete
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in black type, or
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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Amount due or owing on the mortgage or charge (continued)

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PROVIDED THAT the provisions of Clause 8.1 of the Guarantee and Debenture shall not prevent the Chargor from:

- (g) making or agreeing to make any Disposal permitted or contemplated by the Finance Documents; or
- (h) granting a concession, franchise or licence for occupation for retail purposes of part of the Real Property on terms whereby the occupier does not obtain security of tenure and on such other terms as may be usual for the grant of concession, franchises or licences by business comparable with the Chargor's.

Note Further:

By Clause 9.1 of the Guarantee and Debenture the Chargor agreed that it should from time to time to the extent it may lawfully do so, at the request of the Trustee and at the Chargor's cost, do any act or execute in favour of the Trustee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges or other documents as in any such case the Trustee shall stipulate over the Chargor's estate or interest in any property or assets of whatsoever nature or tenure and wheresoever situate other than Intellectual Property, for the purpose of:

- (a) the perfection of the security constituted by the Guarantee and Debenture or intended to be constituted;
- (b) the better realisation of the security constituted by the Guarantee and Debenture or intended to be constituted insofar as it relates to property and assets situated in and governed by a law other than of England and Wales;
- (c) the exercise or more effective exercise of the powers, authorities, discretions, rights and remedies vested in the Trustee or any Receiver appointed under the Guarantee and Debenture insofar as they relate to property and assets situated in and governed by a law other than of England and Wales.

PROVIDED THAT

- (a) unless and until an Event of Default shall have occurred and it is subsequently required to do so by the Trustee acting on the instructions of the Majority Beneficiaries the Chargor shall be under no obligation to grant to the Trustee any fixed security over any of its property or assets which are and are intended to be charged only by way of floating charge other than in circumstances set out in Clause 11 of the Guarantee and Debenture where the floating charge has crystallised in whole or in part; and
- (b) unless and until an Event of Default shall have occurred (where such Event of Default has not been remedied or waived) the Trustee shall not request the Chargor to give any notice of any assignment as is specified in Clause 4.2 of the Guarantee and Debenture without being required to do so by the Majority Beneficiaries.

Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, charges or other documents shall be in such form as the Trustee shall stipulate and may contain provisions such as are contained in the Guarantee and Debenture or provisions to the like effect and/or such other provisions of whatsoever kind as the Trustee shall consider requisite for the perfection of the security constituted (or intended to be constituted) by or pursuant to the Guarantee and Debenture. The obligations of the Chargor under Clause 9 of the Guarantee and Debenture shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of section 76(1)(c) of the Law of Property Act 1925.

[SXBB1353.19]

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5
to Form No 395 and 410 (Sct)

Please complete
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in black type, or
bold block lettering

Company number

00030209

Name of company

HARRODS LIMITED

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Amount due or owing on the mortgage or charge (continued)

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in black type, or
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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HARRODS LIMITED

[Attachment 1]

Real Property

Property Interest Freehold/Leasehold

Title Number Date of Conveyance If Unregistered Date of Each Lease

34 Hans Road,
London SW1

NGL 445898

Freehold

59 Eaton Place,
London SW1

LN 240306

Leasehold

Underlease 26.3.64
Term: 73½ years less 10 days from 24.6.62

87/135 Brompton Road,
(inc. depository building),
London SW1

264882

Freehold

164 Castelnau,
Barnes
London SW13

SY205814

Freehold

Harrods Depository
Arundel Terrace,
Barnes, London SW13

Unregistered

Freehold

Conveyance 8.1.1894 Parties: The Debenture
Corporation Ltd & others (1) Harrods Stores Ltd (2)

Leasehold

Lease 29.4.1854 Term: 500 years from 8.9.1846

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Particulars of a mortgage or charge (continued)

Continuation sheet No 6
to Form No 395 and 410 (Scot)

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in black type, or
bold block lettering

Company number

00030209

Name of company

HARRODS LIMITED

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Property	Interest Freehold/Leasehold	Title Number	Date of Conveyance If Unregistered Date of Each Lease
1-12 Brompton Place and 13 Brompton Place, Brompton Garage, Lloyds Cottage, London SW3	Freehold (Possessory)	189945 29403	
24 Montpelier Street, London SW3	Freehold	446928	
30 Montpelier Street, London SW3	Freehold	183768	
94B, 96 and 98 Brompton Road, London SW3	Leasehold	Unregistered	Lease: 12.11.81 Term: 20 years from 25.03.81 Parties: Sun Life Assurance plc (1) The Jaeger Company's Shops Ltd (2)
96/104 Brompton Road and 5, 6, 7, 8 and part of 4 Montpelier Mews, London SW3	Freehold	189526	
96/104 Brompton Road, (Basement & Sub-Basement and part Ground Floor), Trevor House, London SW3	Leasehold	LN198337	Underlease: 29.07.60 Term: 150 years (less 7 days) from 25.03.58 Parties: Athan Property Holdings Ltd (1) Harrods Ltd (2)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 7
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Property	Interest Freehold/Leasehold	Title Number	Date of Conveyance If Unregistered Date of Each Lease
9A Montpelier Mews, London SW3 and 32/38 Montpelier Street, London SW3	Freehold	446930	
Grant Way, Syon Lane, Isleworth	Freehold	NGL 533912	
1 Walton Place, London SW1	Leasehold	NGL458902	Lease: 31.5.83 Term: 25.3.83 to 24.6.2036
171/175 High Road, Wood Green, London N22	Leasehold	Unregistered	Agreement for Lease: 27.10.78 Parties: Electricity Supply Nominees (1) Harrods Ltd (2) House of Fraser Ltd (3) Lease Term: 99 years from 23.10.78

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 8
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Attachment 2

Intellectual Property

SCHEDULE OF REGISTERED TRADE MARKS

Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	Harrods & Device	Harrods Limited	378,802	Substances used as food or as ingredients in food with the exception of mustard and wheat flour.	42	The trade mark was altered in pursuance of an application received by the Trade Marks Registry on 11 March 1921
UK	Harrods SERVE THE WORLD	Harrods Limited	259,727	Fermented liquors and spirits, but not including beer.	43	The essential particular of the Trade Mark is the device and the applicants disclaim any right to the exclusive use of the added matter, except in so far as it consists of their own name.
						The trade mark was altered in pursuance of an application made to The Trade Marks Registry on 11 March 1921.
UK	Harrods SERVE THE WORLD & Device	Harrods Limited	259,728	Mineral and aerated water, natural and artificial, including ginger beer.	44	The essential particular of the Trade Mark is the device, and the applicants disclaim any right to the exclusive use of the added matter, except in so far as it consists of their own name.

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 9
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) note 21

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Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Short particulars of all the property mortgaged or charged (Continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	Harrods & Device	Harrods Limited	378,803	Trade mark, whether manufactured or not, unaltered.	45	The trade mark was altered in pursuance of an application received by the Trade Marks Registry on the 11 March 1921.
UK	Harrods serve the world & Device	Harrods Limited	260,184	Amber goods included in Class 50; artificial flowers; artificial fuel included in Class 50; awnings; carpet bags; bags of textile material; heel ball; baskets (not being room furniture); ivory, wood, bone, horn, vegetable ivory or mother-of-pearl beads; bellows; belt clasps (jet or imitation jet); belt composition; berlin black (for stoves or grates); blacking; harness blacking; wood pulley blocks; knife boards; wood washing boards; wood boards; fancy small wares of bone, included in Class 50; boot-top powder; bottle brushes, included in Class 50; feeding bottles; wood, ivory, wickerwork, bone, straw, paste board, or cardboard boxes, sold empty, i.e., independently of any contents; wood brackets; bread platters, included in Class 50; treecracks paste; ivory, wood, bone, horn, vegetable ivory, or mother-of-pearl brooches; jet or	50	The essential particular of the mark is the device, and the applicants have disclaimed any right to the exclusive use of the added matter, except in so far as it consists of their own name.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 10
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
				<p>imitation jet brooches; brooms; brushes (except artists' brushes and brushes of metal); wood buckets; buttons of all kinds (other than of precious metal or imitation thereof); wood caddies; capsules of gelatine for containing medicine; cart covers, included in Class 50; wood clock cases; pipe cases, included in Class 50; wood cask stands; diamond cement for mending china; cement for tipping billiard cues; wood garden chairs; tailors' chalk; wood chests; chignons; cigar holders and tubes (not of precious metal); slate and stone cisterns; clay tobacco pipes; clotheslines; emery cloth; sand cloth; polishing cloths; collodion articles (not included in other classes); combs for the hair; belt composition; compositions, included in Class 50 for mending broken articles; compositions for extinguishing and preventing fire; blind cord (not metal); cordage; wood cork-drawing stands; corks; wood cornices; wood curtain rings; deals; wood doors; wood dressing</p>		

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 11
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
				cases, included in Class 50; leather dressing; drinking flasks (not precious metal or imitation thereof); drinking horns; fans for personal use; feather trimmings (made up); roofing felt; firelighters, included in Class 50; wood frames, included in Class 50; patent fuel; garden tents; wood gates; glass paper; gold beaters' skin; grindstones; hair plaits; hammocks; hampers; wood hand barrows; hearth brick; hones; shoe horns (bone, ivory, wood and of other materials included in Class 50); hose, included in Class 50; linen hose, included in Class 50; portable ice houses; wood ice pails; wood ice safes; ivory wares (not included in other classes); jet and imitation jet wares included in Class 50; wood joinery of all descriptions, included in Class 50; jute bags and sacks, kid revivers; knapsacks; knitting pins of bone or wood; wood labels; wood lasts; workmens' wood levels; linen buttons; sash, blind, picture and		

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 12
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
				clothes lines (not of metal); marquees; wood measures, included in Class 50; workmen's measure tapes; meat safes; mops; mother-of- pearl ornaments, included in Class 50; nail brushes; napkin rings, included in Class 50 (ivory, wood, bone); oil stones; ornaments (ivory, wood, bone, mother-of-pearl, jet and imitation jet), included in Class 50; wood pails (buckets); emery paper, parasols; parquetry of wood; wood planks; wood poles; wood pot stretchers; putty; rattans; razor strops; refrigerators; rings, included in Class 50 (bone, ivory, wood); rotten stone; rugs for personal use; sacks; saddle paste; silver sand; wood scantling; wood shafts; shaving brushes; wood shelves; shirt studs of material covered by Class 50; wood sieves; slate and stone sinks; wood spills; wood spreaders; walking sticks; whip sticks; string; sun shades; slate and stone tanks; wood taps; tarpaulins; wood tea caddies;		

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Particulars of a mortgage or charge (continued)

Continuation sheet No 13
to Form No 395 and 410 (Scot)

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Company number

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HARRODS LIMITED

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	Harrods	Harrods Limited	1,232,712	tents; timber, tobacco pipes; tooth picks of material covered by Class 50; wood trays, included in Class 50; tubs, included in Class 50; twine; umbrellas; smallwares included in Class 50 (wood, ivory, bone, jet); whip cord; wickerwork (not included in other classes); wigs, wood window frames; railway wrappers and railway rugs; brushware included in Class 50; jute and rope; toothbrushes; wood turnery, included in Class 50; wood utensils; included in Class 50 (domestic. culinary, garden and stable).	3	This mark was advertised before acceptance
				Perfumes; essential oils, eau de cologne, toilet waters; non-medicated toilet preparations; cosmetics; preparations for the bath; preparations for the hair; shampoos; soaps; depilatory preparations; dentifrices; anti-perspirants; pot pourri		

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**Continuation of a mortgage or charge
(continued)**

Continuation sheet No 14
to Form No 395 and 410 (S.40)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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(Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	HARRODS	Harrods Limited	1,266,808	Bleaching preparations included in Class 3; substances for laundry use; cleaning, polishing and scouring preparations, abrasive preparations (not for dental use); soaps; perfumery; essential oils; cosmetics; hair lotions; dentifrices;	3	The trade mark is associated with No. 1,232, 712 and another, and was advertised before acceptance.
UK	Harrods	Harrods Limited	1,038,706	Cutlery, forks and spoons, all included in Class 8	8	This mark was advertised before acceptance
UK	Harrods	Harrods Limited	1,038,707	Pre-recorded tapes, and tape prepared for sound recording and sound re-producing.	9	This mark was advertised before acceptance
UK	Harrods Way	Harrods Limited	B1,384,871	Electrical and electronic apparatus and instruments all for communication purposes; apparatus, instruments all for the recording, transmission or reproduction of sounds and images; all included in Class 9.	9	Registration of this mark does not give any right to the exclusive use of the word "Way". This mark is associated with No. 1,038,707 and others.
UK	Harrods	Harrods Limited	1,038,708	Silverware and cuff links, all included in Class 14	14	This mark was advertised before acceptance.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 15
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	HARRODS	Harrods Limited	1,266,809	Articles included in Class 14 made of precious metal or coated therewith; jewellery, precious stones, horological and chronometric instruments.	14	This trade mark is associated with No. 1,038,708. and was advertised before acceptance
UK	Harrods	Harrods Limited	1,038,709	Stationery; ordinary playing cards, diaries; and holders for luggage labels.	16	This mark was advertised before acceptance
UK	HARRODS	Harrods Limited	1,266,810	Paper, paper articles, cardboard; cardboard articles and plastic materials for packaging purposes, all included in Class 16; printed matter, bookbinding materials; stationery, adhesives (glues) for stationery or household purposes; artists' materials (other than colours or varnish); typewriters; office requisites (other than furniture); instructional and teaching materials (other than apparatus); printers' type; printing blocks;	16	This trade mark was advertised before acceptance and is to be associated with No. 1, 038,709.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 16
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	Harrods Way	Harrods Limited	1,384,872	Paper and paper articles; printed matter, printed publications, printed manuals, books, journals, brochures, booklets, pamphlets; stationery, instructional and teaching materials; all included in Class 16.	16	Registration of this mark does not give any rights to the exclusive use of the word "Way". This mark was advertised before acceptance by reason of special circumstances and is to be associated with No. 1,266,810 and others
UK	Harrods	Harrods Limited	1,038,710	Suitcases, trunks and travelling bags; attache cases.	18	This mark was advertised before acceptance.
UK	HARRODS	Harrods Limited	1,266,811	Articles made of leather and imitation leather, all included in Class 18; trunks (luggage), travelling bags, umbrellas, parasols, walking sticks, whips and saddlery.	18	This mark was advertised before acceptance and is to be associated with No. 1,038,710 and another.
UK	Harrods	Harrods Limited	1,038,711	Mattresses (other than child birth mattresses) and pillows (not for surgical or curative purposes).	20	This mark was advertised before acceptance
UK	HARRODS	Harrods Limited	1,276,157	Small domestic utensils and containers (none of precious metal or coated therewith); combs, sponges (not for surgical purposes); glassware, porcelain, earthenware, brushes, articles for cleaning purposes, all included in Class 21	21	This mark was advertised before acceptance and is to be associated with No. 1,038,708

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 17
to Form No 395 and 410 (Scot)

Company number

00030209

Name of company

HARRODS LIMITED

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	Harrods	Harrods Limited	1,038,712	Bed sheets and handkerchiefs (textile).	24	This marking advertised for acceptance
UK	HARRODS	Harrods Limited	1,266,812	Textile piece goods; textile articles included in Class 24; bed covers and table covers.	24	This trade mark advertised before acceptance and is to be associated with No. 1,038,712 and another
UK	Harrods	Harrods Limited	1,038,713	Articles of clothing	25	This mark was advertised before acceptance
UK	Harrods	Harrods Limited	1,266,813	Articles of clothing	25	This mark was advertised before acceptance and is to be associated with No. 1,038,713 and another
UK	HARRODS	Harrods Limited	1,276, 158	Carpets, rugs (floor coverings), mats included in Class 27, matting, linoleum, coverings for existing floors, wall hangings (non-textiles).	27	This mark was advertised before acceptance
UK	Harrods	Harrods Limited	1,038,714	Christmas crackers and decorations (other than candles or lamps) for Christmas trees.	28	This mark was advertised before acceptance
UK	HARRODS	Harrods Limited	1,266,814	Games (other than ordinary playing cards) and playthings; gymnastic and sporting articles (other than clothing).	28	This mark was advertised before acceptance and is to be associated with No. 1,038,709 and others

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 18
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	Harrods	Harrods Limited	1,038,715	Meat; fish, poultry and game (none being live), cheese, bacon, butter edible oils, preserved fruits, jams, marmalade, sausages, mince meat, rum butter, and pickles.	29	This mark was advertised before acceptance and
UK	HARRODS	Harrods Limited	1,266,815	Meat; fish, poultry and game, none being live; all for food for human consumption; meat extracts; fruits and vegetables, all being preserved, dried or cooked, jellies or milk products, all for food; jams, eggs, milk; edible oils and edible fats; salad dressings; food preserves.	29	This mark was advertised before acceptance and is to be associated with No. 378,802 and others
UK	Harrods	Harrods Limited	1,038,716	Coffee, tea, cereals for food for human consumption, cakes, pastries, puddings included in Class 30, non-medicated sugar confectionery, honey, ice cream, biscuits (other than biscuits for animals), meatpies and liqueur chocolates	30	This mark was advertised before acceptance

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 19
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

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Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	HARRODS	Harrods Limited	1,266,816	Coffee, tea, cocoa, sugar, rice, tapioca, sago; artificial coffee; flour, preparations made from cereals for food for human consumption, bread, pastry, non-medicated confectionery; ices, honey, treacle; yeast and salt, all for food; baking powder, mustard, vinegar, sauces (other than salad dressings), spices (other than poultry spice); ice.	30	This mark was advertised before acceptance and is to be associated with No. 378,802 and others
UK	Harrods	Harrods Limited	1,038,717	Fresh nuts	31	This mark was advertised before acceptance
UK	HARRODS	Harrods Limited	1,266,817	Agricultural, horticultural and forestry products, seeds and grains, all included in Class 31; live animals; fresh fruits and fresh vegetables; live plants and natural flowers; foodstuffs for animals; malt.	31	This mark was advertised before acceptance. It is the condition of registration that the mark shall not be used as a varietal name.
						Mark is to be associated with No. 378,802 and others

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 20
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	HARRODS	Harrods Limited	1,266,818	Beer; mineral waters, aerated waters, non-alcoholic drinks, syrups and preparations for making drinks, all included in Class 32; fruit juices for use as beverages	32	This mark was advertised before acceptance and is to be associated with No. 259,728 and others
UK	Harrods	Harrods Limited	1,038,718	Wines, spirits (beverages) and liqueurs	33	This mark was advertised before acceptance
UK	HARRODS	Harrods Limited	1,266,819	Alcoholic beverages included in Class 33	33	This mark was advertised before acceptance and is to be associated with No. 259,727 and others
UK	Harrods	Harrods Limited	1,038,719	Cigars, cigarettes and smokers' pipes	34	This mark was advertised before acceptance
UK	Harrods & Device	Harrods Limited	1,167,751	Cigars, cigarettes and smokers' pipes	34	This mark is to be associated with No. 1,038,719 and others
UK	Harrods & Device	Harrods Limited	B1,234,671	Tobacco; tobacco products included in Class 34; smokers' pipes	34	This mark was advertised before acceptance by reason of special circumstances and is to be associated with No. 1,038,719 and another
UK	HARRODS	Harrods Limited	1,266,820	Tobacco; smokers' articles; matches all included in Class 34	34	This mark was advertised before acceptance by reason of use and special circumstances and is to be associated with No. 1,038,719

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 21
to Form No 395 and 410 (Scot)

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Company number

00030209

Name of company

HARRODS LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Country	Mark	Proprietor	Registration Number	Specification	Class	Other comments
UK	Harrods Way	Harrods Limited	B1,348,873	Educational services relating to the arranging and organisation of conferences, presentations and seminars; management training services; rental of video tapes, films and of audio cassettes; all included in Class 41.	41	The registration of this mark gives no right to the exclusive use of the word "Way" this mark is to be associated with No. 1,038,707 and others

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Particulars of a mortgage or charge (continued)

Continuation sheet 22
to Form No 395 and 410 (Scot)

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in black type, or
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Company number

00030209

Name of company

HARRODS LIMITED

*delete if
inappropriate

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please do not
write in this
binding margin

Please complete
legibly, preferably in
black type, or bold
block lettering

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

SCHEDULE OF TRADE MARK APPLICATIONS

Country	Mark	Proprietor	Application Number	Specification	Class	Other comments
UK	HARRODS	Harrods Limited	1,274,158	Fuels and illuminants; candles, wicks; all included in Class 4	4	This mark has been advertised before acceptance
UK	HARRODS	Harrods Limited	1,274,159	Hand tools and implements; parts and fittings for all the aforesaid goods; scissors; cutlery, forks, spoons and razors; all included in Class 8	8	This mark has been advertised before acceptance and it is to be associated with No. B1,038,706 and others
UK	HARRODS	Harrods Limited	1,274,160	Electrical and electronic apparatus and instruments; photographic and cinematographic apparatus and instruments; computers, computer programmes; cassettes, discs, wires and tapes, all for or bearing sound and/or video recordings; video games; calculators; amusement apparatus; parts and fittings for all the aforesaid goods; all included in Class 9	9	This mark has been advertised before acceptance and is to be associated with No. 1,038,707 and others

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. **23**
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

00030209

Name of company

HARRODS LIMITED

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Declaration of satisfaction in full or in part of mortgage or charge

403a

Pursuant to section 403(1) of the Companies Act 1985

5753C

Please do not
write in
this margin

To the Registrar of Companies

For official use

Company number

[] [] [] []

00030209

Please complete
legibly, preferably
in black type or,
bold block lettering* insert full name
of company

Name of company

* Harrods Limited

† delete as
appropriate‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.§ the date of
registration may be
confirmed from the
certificate§ insert brief
details of
property

I, Susan Jerman
of 87-135 Brompton Road, Knightsbridge, London SW1X 7XL
[a director] [the secretary] [the administrator] [the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] [part]‡

Date and Description of charge‡ 30/04/93 Guarantee and Debenture
Date of Registrations 14/05/93

Name and address of [chargee] [trustee for the debenture holders] Samuel Montagu & Co. Limited
10 Lower Thames Street London EC3R 6AE

Short particulars of property charged§ the company's undertaking, assets and property
present and future (see charge for details)

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at DEBENHAM & CO.
20 HANS ROAD
KNIGHTSBRIDGE
LONDON SW3 1RT

Declarant to sign below

the 25th day of August
one thousand nine hundred and 1994
before me K. Wright

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presentor's name address and
reference (if any):
Herbert Smith
Exchange House
Primrose Street
LONDON EC2A 2HS

For official use
Mortgage Section

6 MAY 1994

Post room

