

## Particulars of a mortgage or charge

**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

CHFP025

Please do not  
write in  
this margin

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

\* insert full name  
of Company

**To the Registrar of Companies  
(Address overleaf - Note 6)**

For official use

Company number

Name of company

\* Harrods Limited

Date of creation of the charge

15 November 2000

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

Charge over Securities ("the Charge")

Amount secured by the mortgage or charge

All monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower and/or the Chargor to the Beneficiaries or otherwise whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs charges and expenses or under the Charge ("the Liabilities")

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

National Westminster Bank Plc ("the Security Trustee")  
5th Floor, Juno Court, 24 Prescott Street, London  
(as security trustee for the Beneficiaries pursuant to the Facility Agreement)

Postcode E1 8BB

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

Berwin Leighton  
Adelaide House  
London Bridge  
London  
EC4R 9HA

JSLD/N177/139 (1354225)

Time critical reference

For official Use  
Mortgage Section

Post room



LD7  
COMPANIES HOUSE

0496  
28/11/00

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lettering

By way of first fixed charge the 100,000 ordinary shares with a nominal value of £1 in Harrods Property Limited together with all allotments, accretions, benefits and advantages whatever now or in the future accruing in respect of them, including all stocks, shares and securities which may at any time be issued, and any dividends, monies, rights and property which may at any time accrue or be offered (whether by way of bonus, redemption, preference option or otherwise) in respect of any of them, and all certificates and other documents evidencing title to any of them ("the Securities")

NOTES:

1. The Charge provides that the Chargor may not and covenants that it shall not without the prior written consent of the Security Trustee (which shall be deemed given if the Agent shall have given its consent):

1.1 create or attempt or contract to create or suffer or permit to subsist any mortgage, charge (fixed or floating), pledge, hypothecation, lien or other security contract or encumbrance whatsoever over the Securities other than the confirmatory charge over the Securities to be given by Harrods Property Holdings Limited and any security created by the debenture dated on or around the date of the Charge between Harrods Property Holdings Limited (1) and the Security Trustee (2); or

Particulars as to commission allowance or discount (note 3)

Signed

*Berwin Heighton*

Date *28<sup>th</sup> November 2000*

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

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payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not  
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binding margin

## Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

30209

Name of Company

Harrods Limited

Limited\*

\* delete if  
inappropriate

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

Please do not  
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binding margin

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

Please complete  
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bold block lettering

1.2 otherwise sell, realise, deal with or dispose of, or contract or purport to do, any of such things in respect of all or any of the Securities or suffer to arise any set-off or other third-party rights in respect of them except in accordance with paragraph 1.3.

1.3 The Chargor may sell the Securities to Harrods Property Holdings Limited subject to the charge created by the Charge provided that Harrods Property Holdings Limited enters into a confirmatory charge on or before the date of any such transfer.

2. The Charge provides that any dividends, interest or other payments held in trust for and payable to the Security Trustee in accordance with the Charge should be subject to the same provisions and may be treated in the same way as the proceeds of any sale, dealing or disposal of the Securities pursuant to its terms.

3. The following definitions shall apply in this form:

"Agent" National Westminster Bank Plc including its successors and assigns as agent under the Facility Agreement;

"Beneficiaries" the parties defined as such in the Facility Agreement

"Borrower" the party defined as such in the Facility Agreement, namely Harrods Property Limited;

"Chargor" Harrods Limited or instead of such party any other party who takes a transfer of the Securities subject to the charge created by the Charge with effect from the time of such transfer; and

"Facility Agreement" any agreement entered into by the Borrower and/or the Chargor from time to time identifying the respective amounts and/or respective terms of any sum or other liability forming part of the Liabilities, whether dated on or about the date of the Charge and any letter, charge, guarantee, indemnity or other instrument issued or entered into pursuant or supplemental to it.

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FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00030209

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SECURITIES DATED THE 15th NOVEMBER 2000 AND CREATED BY HARRODS LIMITED FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM THE BORROWER AND/OR THE COMPANY TO THE BENEFICIARIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th NOVEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th NOVEMBER 2000.

HC  
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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E