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COMPANIES FORM No. 395

099261/13

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP131

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
(Address overleaf - Note 6)

For official use

Company number

6

00030209

Name of company

*insert full name of Company

Harrods Limited ("Chargor")

Date of creation of the charge

15 December 2006

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

Charge over sub-contractor warranties ("deed").

Amount secured by the mortgage or charge

All monies, obligations 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 each Obligor to the Finance Parties under the Finance Documents 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.

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

The Royal Bank of Scotland plc
135 Bishopsgate
London ("Security Trustee")

Postcode EC2M 3UR

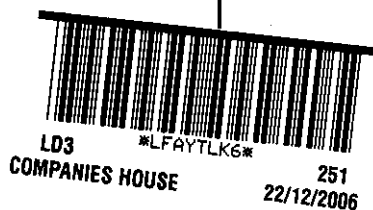
Presentor's name address and reference (if any):

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel: 020 7760 1000
[Ref: GSNA: R0399.339]
[5486822.1]

Time critical reference

For official Use
Mortgage Section

Post room



See continuation sheet.

Please do not
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Please
complete
legibly,
preferably in
black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

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

Signed

Bernie Highton Paisner LLP 22/12/06

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.
5. A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ.

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

* delete if
inappropriate

Harrods

Limited*

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

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

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

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

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

Clause 2 of the deed provides:

2. Security

2.1 General

All the security created under this deed is created in favour of the Security Trustee as continuing security for the payment and discharge of the Liabilities with full title guarantee.

2.2 Fixed charge

The Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) its interest in the Construction Documents; and
- (b) its Intellectual Property related to the Construction Documents (which for the avoidance of doubt excludes any intellectual property rights or other rights relating to the trade name or trade mark "Harrods").

2.3 Assignment

The Chargor assigns by way of security subject to the provisions of clause 7 (*Discharge*) each of the following including all rights of enforcement of the same:

- (a) The benefit of the copyright and similar rights vested in it in connection with the Property and/or the Development and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Property or any plant, machinery or equipment on it and (only so far as the Chargor is entitled to it) the implied licence of the Chargor in any such plans, specifications and negatives the copyright of which is not vested in the Chargor;
- (b) all causes of action and other rights and remedies under the Construction Documents in which it has an interest; and
- (c) the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise insofar as they relate to the Charged Assets.

2.4 Application of charges

The charges created under this deed expressed to be fixed charges, shall only apply to the extent that they create fixed security.

Clause 1 of the deed contains the following definitions:

Act means the Law of Property Act 1925;

Borrower means Featurecode 2 Limited (intended to be renamed Harrods Property Limited) (company number 5985365);

Charged Assets means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this deed and the subject matter of each of them;

Construction Documents means each and all of the documents listed in Schedule 2 to this agreement;

Facility Agreement means a facility agreement dated on or about the date of this deed and made between amongst others the Borrower (1) the Security Trustee (2) and the Parent (3) and any agreement entered into under or supplemental to it or amending, restating or novating it;

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Particulars of a mortgage or charge (continued)

Please do not write
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

00030209

Name of Company

* delete if
inappropriate

Harrods

Limited*

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

Liabilities means all monies, obligations 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 each Obligor to the Finance Parties under the Finance Documents 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;

Parent means Featurecode 2 Holdings Limited (intended to be renamed Harrods Property Holdings Limited) registered in England and Wales with company number 5985333);

Property means each of the properties, the details of which are set out in paragraphs 1 to 5 of Schedule 1 (*Properties*) to this agreement but excluding (in respect of Harrods Store) any Shop Fittings and (in respect of the balance of the Property) the Trade Fixtures;

Receiver means any one or more receiver or manager, administrator, or receiver and manager or administrative receiver appointed by the Security Trustee under this deed (whether sole, joint and/or several and including any substitute).

Note: The deed also provides that unless the contrary intention is expressed, all defined terms in the Facility Agreement have the same meaning here.

Schedule 1

A		
1.	<i>Harrods Store</i>	Freehold land being land and buildings known as Harrods Store bounded by Brompton Road, Hans Road, Basil Street and Hans Crescent, together with the site of the tunnels lying under Brompton Road and Basil Street as the same is registered at the Land Registry with Title Absolute under title number BGL5852.
2.	<i>Crown Court</i>	The former Knightsbridge Crown Court, Hans Crescent, Knightsbridge as the same is registered at the Land Registry with Title Absolute under title number BGL12893.
3.	<i>Brompton Place</i>	Part of 13 Brompton Place, Kensington as the same is registered at the Land Registry with Title Absolute under title number BGL 53602.
4.	<i>Osterley</i>	The freehold land being land to the North-East of Syon Lane, Osterley as the same is registered at the Land Registry with Title Absolute under title number NGL533912.
5.	<i>Trevor House</i>	
	Headlease	The leasehold premises comprising (a) parts of the ground, basement and lower basement levels forming part of the building erected on the freehold land being 5,6,7,8 and part of 4 Montpelier Mews together with land and buildings on the south side of Trevor Square and the north side of Brompton Road as the same is more particularly described in the lease dated 4 September 2001 made between Harrods (UK) Limited (1) and Harrods Property Limited (2) granted for a term of 999 years from and including 15 November 2000 and is registered at the Land Registry with Title Absolute under title number NGL802630, as amended by a deed of surrender of part dated 20 November 2003 made between Harrods Property Limited (1) and Harrods (UK) Limited (2) and by a deed of variation dated 20 November 2003 made between Harrods (UK) Limited (1) and Harrods Property Limited (2) and (b) parts of the ground, basement and lower basement levels as aforesaid more particularly described in the lease dated 20 November 2003 made between Harrods (UK) Limited (1) and Harrods Property Limited (2) granted for a term of 999 years from and including 15 November 2000 registered at the Land Registry with Title Absolute under title number NGL830120.

Please complete
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Particulars of a mortgage or charge (continued)

Please do not write
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably in
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block lettering

Company Number

00030209

Name of Company

* delete if
inappropriate

Harrods

Limited*

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

Schedule 2Please complete
legibly, preferably in
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block lettering

Date	Document	Parties	Building Contract to which work relates	Works and Property
10.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Rees Engineering Services Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	Structural steel works at Harrods department store
10.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Pom Dunwoody ERS (Lifts & Escalators) Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	3 lifts of the x5 lightwell infill at Harrods department store
10.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Seimens Building Technology Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	Fire detection and voice alarm systems at Harrods department store
01.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Kone Escalators Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	Redevelopment of Knightsbridge Crown Court
01.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Milbank Floors Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	Redevelopment of Knightsbridge Crown Court
01.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Stoneguard (London) Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	Redevelopment of Knightsbridge Crown Court
01.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Southdown Construction Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	Redevelopment of Knightsbridge Crown Court
06.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Schindler Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	Redevelopment of Knightsbridge Crown Court
01.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Gormley Marble Specialists Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	Redevelopment of Knightsbridge Crown Court
06.09.2000	Independent sub-contractor warranty	(1) Harrods Ltd (2) Kvaerner Cleveland Bridge	(1) Harrods Ltd (2) Kvaerner Cleveland Bridge	Redevelopment of Knightsbridge Crown Court
01.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) Kvaerner Cementation Foundations Ltd	(1) Harrods Ltd (2) Kvaerner Construction Ltd	Redevelopment of Knightsbridge Crown Court
06.05.2000	Copy sub-contractor collateral warranty	(1) Harrods Ltd (2) NG Bailey & Co Ltd	(1) Harrods Ltd (2) Kvaerner Trollope & Colls	Redevelopment of Knightsbridge Crown Court

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 SUB-CONTRACTOR WARRANTIES DATED THE 15th DECEMBER 2006 AND CREATED BY HARRODS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JANUARY 2007.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES