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CHFP025

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*insert full name
of Company

COMPANIES FORM No. 395

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

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

For official use

Company number

20

30209

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 CONSTRUCTION AGREEMENTS ("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 Company 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 Debenture (together "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

GDAW/N177/139 (1356529)

Time critical reference

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

LFWG2UZI

0497
28/11/00

1. By way of security assignment each of the following including all rights of enforcement of the same:

1.1 the Company's interest in the Building Contract (excluding the contract dated 8 December 1997 between Harrods Limited (1) and B & T Reclamation Limited (2)), the Professional Contracts the General Development Documents and the Contracts including in each case all capital monies or other sums including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;

1.2 the Company's interest in all building contracts and all contracts with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural or other engineers or other professional advisers in respect of the Property including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them and all bonds or guarantees and Collateral Warranties relating to the performance of all or any of those contracts entered into on, before or after the date of the Charge;

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Particulars as to commission allowance or discount (note 3)

Signed

Berwin Leighton

Date

28 November 2000

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Notes

† delete as
appropriate

- 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

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Particulars of a mortgage or charge (continued)

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

CHFP025

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Company Number

30209

Name of Company

HARRODS LIMITED

Limited*

* delete if
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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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1.3 the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings now or in future on the Property and/or by any other person under contract with or under a duty to the Company in respect of them;

1.4 the benefit of the copyright and rights in the nature of copyright and rights in the nature of copyright vested in the Company from time to time in any plans, specifications and negatives prepared for or 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 the implied licence of the Company in any such plans, specifications and negatives the copyright of which is not vested in the Company;

1.5 all Causes of Action;

1.6 the benefit of any Compensation Payment; and

1.7 the Works Contract Insurance.

2. By way of fixed charge each of the following:

2.1 the Company's interest in the Building Contract (excluding the contract dated 8 December 1997 between Harrods Limited (1) and B & T Reclamation Limited (2)), the Professional Contracts, the General Development Documents, and the Contracts including in each case all capital monies or other sums including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;

2.2 the Company's interest in all building contracts and all contracts with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural or other engineers or other professional advisers in respect of the Property including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them and all bonds or guarantees and Collateral Warranties relating to the performance of all or any of those contracts entered into on, before or after the date of the Charge;

2.3 the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings now or in future on the Property and/or by any other person under contract with or under a duty to the Company in respect of them;

2.4 the benefit of the copyright and rights in the nature of copyright vested in the Company from time to time in any plans, specifications and negatives prepared for or 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 the implied licence of the Company in any such plans, specifications and negatives the copyright of which is not vested in the Company; and

2.5 the Works Contract Insurance.

SCHEDULE 1

1 Freehold land being land and buildings known as Harrods Stores 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

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

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

CHA 116

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Company Number

30209

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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as the same is registered at HM Land Registry with Title Absolute under title number BGL5852.

2 The former Knightsbridge Crown Court, Hans Crescent ,Knightsbridge as the same is registered at HM Land Registry with Title Absolute under title number BGL12893.

3 Part of 13 Brompton Place, Kensington shown edged red on the plan attached to the Brompton Place Transfer as the same forms part of the land registered at HM Land Registry with Title Possessory under title number BGL5849.

4 The freehold land being land to the North-East of Syon Lane, Osterley as the same is registered at HM Land Registry with Title Absolute under title number NGL533912.

5 Part 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 of even date made between Harrods (UK) Limited (1) and the Borrower (2)

SCHEDULE 2

COMPANY	ACTIVITY
ADT Fire and Security	Fire Alarm Systems
Alstom Automation	AEG UPS System
Alchem Industries	Water Treatment
Chloride Power Electronics	UPS Maintenance (Ost.)
Chubb Electronic Security	Security Alarms
Kone Escalators	Escalators
Kone Lifts	Lift Maintenance
Melton Power	HV/LV Switchgear
Otis	Escalators
Permclose Group	Fire Doors
Pims (Services)	Pump Station
Purezone	Rental of ozone water purification equipment
Salt Separation Services	Water Treatment
Satchwell Control Systems	BMS System
Siemens Building Technologies	Fire alarm - On site engineer
Siemens GEC Communications Systems	Telephone Systems Maintenance & Software Support
Stanger	Legionella testing of cooling towers
	Monitoring of S,K,G & Linde Towers
	Monitoring of Wells
Swiftclean	Extract Ventilation
Thyssen Lifts & Escalators	Freight Lifts 137, 138, 139 & Passenger Lift 143
Waterflow	Drain Maintenance
Westward Refrigeration	Refrigeration Packs
Redpath Buchanan	Chimney maintenance
Saache	Duel Fuel Burners
Siemens Building Technologies	Fire alarm

NOTES:

1. The Charge provides that the Company shall execute and do at its own cost and in such form as reasonably required by the Security Trustee such further additional mortgages, fixed or floating charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Security Trustee may reasonably require to perfect or protect the security created by the Charge and/or

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

30209

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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to facilitate or effect any dealing with the Charged Assets in accordance with the Charge including service of any notice of assignment (and procuring receipt of that notice) and affixing or indorsing (as appropriate) notice of the security intended by this deed on any Charged Asset.

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2. The Charge provides that the Company 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):

2.1 create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets other than the Floating Charge Debenture nor do anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created by the Finance Documents and to ensure that they remain subject to the security created by the Finance Documents;

2.2 make any disposal or realisation of the Charged Assets or any interest in them, nor enter into any agreement to effect all or any part of them except in accordance with note 3 below;

2.3 present a petition for an order of court for the appointment of an administrator of any company within the Harrods Group (being Harrods Holdings Limited and any subsidiary as defined in the Facility Agreement) and will notify the Agent promptly on becoming aware that any other party proposes to present such a petition.

3. The Charge provides that prior to an Event of Default, the Company may bring an action under or otherwise deal with the Charged Assets in the ordinary course of business (other than assigning or transferring them) without the consent of the Agent, provided that any sums derived from any such action or dealing shall be applied in or towards rectifying the damage or loss caused to the Charged Assets and thereafter (to the extent any funds remain) towards the loss in respect of which they were incurred. Any sum received but not so applied shall be paid to the Agent in reduction of the Liabilities.

4. In this form the following definitions apply:

"Agent" - National Westminster Bank plc and its successors and assigns as agent for the purposes of the Facility Agreement;

"Beneficiaries" - as defined in the Facility Agreement (being the Agent, the Security Trustee, the counterparty to any Hedging Arrangement and the Lenders);

"Borrower" - Harrods Property Limited including its successors and assigns;

"Building Contract" - as defined in the Facility Agreement (being various contracts relating to the development of Crown Court and the tunnel running between Crown Court and the Harrods Store ("the Development"));

"Causes of Action" - all causes of action and other rights and remedies which the Company has or may have in relation to the Charged Assets including those against its professional and other advisers and contractors;

"Charged Assets" - each and all of the contracts, assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Charge and the subject matter of each of them;

"Collateral Warranties" - as defined in the Facility Agreement (being collateral warranties in such form as the Security Trustee may reasonably require in writing);

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

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

CHA 116

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Company Number

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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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"Compensation Payment" - monies paid or payable in connection with the Charged Assets by way of compensation, endowment, gift, grant or otherwise to the Company;

"Contracts" - the contacts set out in Schedule 2 above;

"Crown Court" - the property described in paragraph 2 of Schedule 1 above;

"Development" - as defined in the Facility Agreement (being the development of Crown Court and the tunnel running between Crown Court and the Harrods Store);

"Event of Default" - as defined in the Facility Agreement;

"Facility Agreement" - any agreement entered into by the Company 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 before or after the date of the Debenture and any letter, charge, guarantee, indemnity or other instrument issued or entered into pursuant or supplemental to it;

"Finance Documents" - as defined in the Facility Agreement;

"Floating Charge Debenture" - the floating charge debenture dated on or around 15 November 2000 between the Company (1) and the Security Trustee (2);

"General Development Documents" - as defined in the Facility Agreement (being the contracts and professional appointments listed in Schedule 11 of the Facility Agreement and each and every other contract, appointment, bond, guarantee, collateral warranty or other document relating to or given in respect of any alteration or development of the Property (other than the Development) now or in the future;

"Harrods Store" - the property described in paragraph 1 of Schedule 1 above;

"Hedging Arrangement" - any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement whether or not in relation to the Finance Documents and all monies from time to time payable in respect of them;

"Lenders" - as defined in the Facility Agreement (being the lenders listed in Schedule 1 part 1 of the Facility Agreement including their successors in title transferees and assigns);

"Professional Contracts" - as defined in the Facility Agreement (being each and all of the contracts of appointment now or in the future with architects, surveyors, quantity surveyors, mechanical and electrical engineers, structural or other engineers or other professional advisers in respect of the Development, including the engagements of the Professional Team (as defined in the Facility Agreement) and all guarantees relating to the performance of all or any of those contracts);

"Property" - the property details of which are set out in Schedule 1 (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements and rights attaching to it and in each case each and every part of it except Shop Fittings other than in the ownership of the Parent (being defined in the Facility Agreement as Harrods Property Holdings Limited);

"Security Interest" - any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset;

"Shop Fittings" - as defined in the Facility Agreement (being trade counters, stands, display tables and fittings, wall units and canopies, gondolas, fitting rooms, changing rooms and all other trade fixtures used for the display and sale of merchandise, integral lighting fixtures, refrigeration units, till units or other tenants or trade fixtures as are employed in the Business carried on at the Harrods Store but excluding for the avoidance of doubt windows, lifts, escalators and other items the removal of which would affect the structural integrity

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

30209

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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of or core services located in or on the Property);
"VAT" - as defined in the Facility Agreement;
"Works Contract Insurance"- the contracts works Insurance collective
policy number GP121476 (naming Harrods Limited & all contractors and
sub-contractors as insured parties), together with each every renewal or
replacement of such policy or any supplement and each and every
insurance from time to time in place in respect of works to be carried
out on or at Crown Court and in each case all monies from time to time
payable in respect of all such insurances

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RH/N177/139 1362337

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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 CONSTRUCTION AGREEMENTS 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.

LC
JO.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E