

324345-120

395

M**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For Official Use

Company Number

10

1848143

Name of company

*Insert full name of
company

Harrods Holdings Limited ("Company" also the "Second Chargor")

Date of creation of the charge

28 March 2003

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

Third party charge ("**Third Party Charge**") made between (1) Establishment Wallon S.A. ("**First Chargor**") (2) the Company (3) Mr Ali Fayed ("**Third Chargor**") and (4) Bradford & Bingley plc ("**Bank**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Borrower (defined below) and the Chargors (defined below) to the Bank (as lender) or to the other Finance Parties (defined below) (or any of them) under any Finance Document (defined below) (including all monies covenanted to be paid under the Third Party Charge) provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Third Party Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Third Party Charge**").

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

Bradford & Bingley plc
Croft Road, Crossflatts
Bingley, West Yorkshire, BD16 2UA

Presenter's name, address and reference (if any):

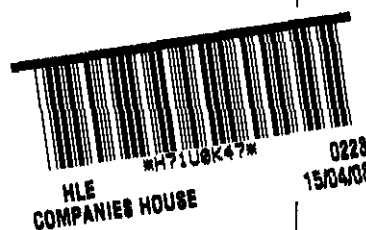
DLA
Princes Exchange
Princes Square
Leeds LS1 4BY

Ref: AXC.3462.120117

Time critical reference

For Official Use
Mortgage section

Post Room



1. All mortgages, charges, assignments and other security made or created under the Third Party Charge are made or created:
 - 1.1 in favour of the Bank (as security trustee);
 - 1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - 1.3 as a continuing security for payment of all of the Secured Obligations, and are subject to the provisions of the Deed of Priority.

Please do not write in this margin

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

Fixed security

2. Each Chargor charges and agrees to charge all its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:
 - 2.1 by way of first legal mortgage the Property (defined below);
 - 2.2 by way of first fixed charge:
 - 2.2.1 all licences to enter upon or use the Property and the benefit of all other agreements relating to the Property;
 - 2.2.2 all buildings and fixtures (including trade and tenant's fixtures belonging to it) now and in the future on the Property;
 - 2.2.3 all other interests now and in the future belonging to it in or over the Property or the proceeds of sale of the Property;
 - 2.2.4 all its rights to and interest in any proceeds of sale of the whole or any part of the Property (including, without limitation, any compensation received by it as a result of any notice or order from any planning authority or other statutory body which may at any time be held or received by it or anybody else on its behalf).

Particulars as to commission allowance or discount (note 3)

Nil

Signed DUX
On behalf of {company}{mortgagee/chargee}

Date 10 April 2003

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, e.g. "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.

Please do not
write in this
margin

**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

1848143

Name of company

*Insert full name of
company

Harrods Holdings Limited ("**Company**" also the "**Second Chargor**")

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

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

Please do not
write in this
margin

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

Please do not write
in this margin

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

The security constituted by the Third Party Charge is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Third Party Charge shall remain in full force and effect as a continuing security for the duration of the Security Period (defined below).

The Third Party Charge is in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security (defined below) which the Bank (as security trustee) and/or any of the other Finance Parties (defined below) may at any time hold for any of the Secured Obligations.

NOTE 1: The Third Party Charge contains a power to appoint a Receiver.

NOTE 2: The Third Party Charge contains a power of attorney in favour of the Bank (as security trustee).

NOTE 3:

Definitions

"Borrower" means Prestige Properties S.A. a corporation incorporated under the laws of Liechtenstein of Aeulestrasse 5, PO Box 83, FL-9490, Vaduz, Liechtenstein;

"Chargor" means the First Chargor, the Second Chargor and Third Chargor or any of them as the context requires;

"Facility Agreement" means the facility agreement dated 28 March 2003 and made between (1) Prestige Properties S.A. (as borrower) (2) Hyde Park Residence Limited and Park Lane Residences Limited (as original guarantors) (3) the financial institutions listed therein (as original lender) (4) the Bank (as agent) and (5) the Bank (as security trustee);

"Property" means all estates and interests in the freehold and leasehold registered and unregistered land in England and Wales in which a Chargor has an interest specified in schedule 1 to this M395 and:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property (on any part); and
- (iv) the benefit of all covenants given in respect thereof;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Third Party Charge;

"Security Period" means the period beginning on the date of the Third Party Charge and ending on the date on which:

- (i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (ii) no Finance Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Finance Documents" includes the Facility Agreement and the Third Party Charge;

"Finance Party" means the Bank as lender, agent or security trustee.

SCHEDULE 1

All that leasehold property at 52-62 Park Lane and 2-22 South Street, London W1 as is edged red on the plans attached hereto.

Please do not
write in this
margin

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01848143

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD PARTY CHARGE BETWEEN ESTABLISSEMENT WALLON S.A. (FIRST CHARGOR) THE COMPANY (SECOND CHARGOR) AND MR ALI FAYED (THIRD CHARGOR) AND BRADFORD & BINGLEY PLC DATED THE 28th MARCH 2003 AND CREATED BY HARRODS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM PRESTIGE PROPERTIES S.A. (AS BORROWER) AND THE CHARGORS (AS DEFINED ABOVE) TO BRADFORD & BINGLEY PLC (AS SECURITY TRUSTEE FOR THE FINANCE PARTIES) 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 15th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd APRIL 2003.

P. Uenr



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —