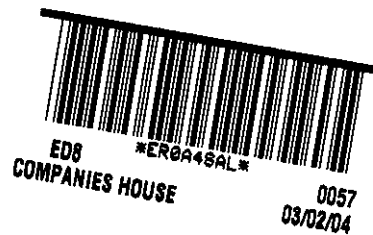


Agreement A

DATED 16 Dec 2003

- (1) MARKS AND SPENCER (NEDERLAND) BV
- (2) MARKS AND SPENCER INVESTMENTS LIMITED - 4903061

LOAN ASSIGNMENT AGREEMENT



LANDWELL

1 Embankment Place
London WC2N 6RH
Telephone +44 (0) 20 7212 1616
Facsimile +44 (0) 20 7212 1570

AGREEMENT

DATED 16th Dec 2003



N.C.A.S.

B
28/1

BETWEEN:

- (1) **MARKS AND SPENCER (NEDERLAND) BV**, a company incorporated in the Netherlands whose registered office is at Koningslaan 34, 1075AD Amsterdam, The Netherlands (the "**Assignor**"); and
- (2) **MARKS AND SPENCER INVESTMENTS LIMITED**, a company incorporated in England and Wales (registered number 4903061) whose registered office is at Michael House, Baker Street, London W1U 8EP (the "**Assignee**").

WHEREAS:

- (A) The Assignor is currently owed the aggregate amount of Euro 41,000,000 plus accrued interest (the "**First Receivable**") from St. Michael Finance plc ("**St. Michael**") pursuant to the terms of a loan agreement dated 26 March 2003 between the Assignor as lender and St. Michael as the borrower.
- (B) The Assignor is currently owed the aggregate amount of Euro 4,623,932 (the "**Second Receivable**") from Marks and Spencer plc ("**Plc**") pursuant to an inter-company loan between the Assignor as lender and Plc as the borrower. (the First Receivable and the Second Receivable collectively the "**Receivable**")
- (C) The Assignor has applied for an allotment of 278 ordinary shares of £1 each from the Assignee (the "**Shares**") pursuant to the terms of an Application for Shares dated as of [this Agreement] (the "**Application for Shares**").
- (D) Pursuant to the Application for Shares, the Assignor has agreed to transfer and assign the Receivable to the Assignee as payment in full for the Shares.

IT IS HEREBY AGREED as follows:

1 ASSIGNMENT

- 1.1 The Assignor hereby assigns to the Assignee absolutely the Receivable and all the rights and benefits in relation to the Receivable and the Assignee hereby accepts the assignment to it of the Receivable and all the rights and benefits of the Assignor in relation to the Receivable for the consideration more particularly set out in clause 2 below.
- 1.2 The Assignee shall be entitled to receive all interest, if any, payable on the Receivable following the date of this agreement.

2 **CONSIDERATION**

The consideration for the assignment of the Receivable shall be the allotment and issue by the Assignee of the Shares to the Assignor. The Assignee agrees and acknowledges that the assignment of the Receivable shall constitute payment in full for the Shares.

3 **NOTICE**

The Assignor agrees to give immediate notice to St Michael in the form set out in the attached Schedule.

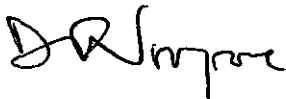
4 **GOVERNING LAW**

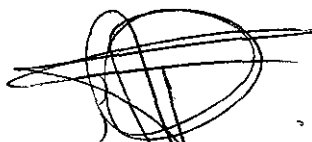
This agreement is governed by, and shall be construed in accordance with, the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

5 **COUNTERPARTS**


This agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto or their duly authorised representatives have executed this agreement the day and year first above written.

Signed by 
duly authorised for and on behalf of
MARKS AND SPENCER (NEDERLAND) BV)



P.F. Hlaak van Rooyen

Signed by 
duly authorised for and on behalf of
MARKS AND SPENCER INVESTMENTS LIMITED)