

CHFP131

395

099267/13

A fee of £13 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

**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

*insert full name of
Company

Name of company

Featurecode 2 Limited (“Borrower”)

Date of creation of the charge

15 December 2006

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

Debenture ("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

[GSNA: R0399.339] [5484508.1]

Time critical reference

**For official Use
Mortgage Section**

Post room



Short particulars of all the property mortgaged or charged

See continuation sheet.

Please do not
write in this
margin
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 Heighton Parsonell Date 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

5985365

Name of Company

* delete if
inappropriate

Featurecode 2

Limited*

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
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Please complete
legibly, preferably
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bold black
lettering

Please do not write
in this binding
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Please complete
legibly, preferably
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bold black
lettering

Clause 3 of the deed provides:

3. Security

3.1 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.

3.2 Mortgage

The Borrower charges by way of legal mortgage:

- (a) the Property; and
- (b) any other freehold or leasehold property now vested in the Borrower.

3.3 Fixed charge

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

- (a) its interest in any freehold or leasehold property acquired after the date of this deed;
- (b) its interest in the Relevant Contracts;
- (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them;
- (d) all easements, licences and other rights relating to a Property in which it has an interest;
- (e) the Accounts and any other accounts of the Borrower;
- (f) the Investments;
- (g) its Intellectual Property (which for the avoidance of doubt excludes any intellectual property rights or other rights relating to the trade name or trade mark "Harrods");
- (h) if applicable its uncalled capital; and
- (i) its goodwill.

3.4 Assignment

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

- (a) the Rents;
- (b) the Disposal Proceeds;
- (c) all book debts and other debts and all other monies due and owing to it;
- (d) all monies standing to the credit of the Accounts and any other accounts of the Borrower;
- (e) the monies payable to it under any insurances relating to the Property;
- (f) the benefit of the copyright and similar rights vested in it in connection with the Property;
- (g) all causes of action and other rights and remedies in which it has an interest;
- (h) all monies payable to it under any Hedging Arrangement;
- (i) the benefit of any monies paid or payable to it by way of compensation, endowment, gift, grant or otherwise; and
- (j) its interest in any VAT recoveries.

3.5 Floating charge

The Borrower charges by way of floating charge all its assets, property and undertaking both present and future.

3.6 Application of charges

The charges created under this deed expressed to be:

- (a) fixed charges, shall only apply to the extent that they create fixed security;
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this deed.

Please complete
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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

5985365

Name of Company

* delete if
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Featurecode 2

Limited*

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

Clause 1 of the deed contains the following definitions:

Act means the Law of Property Act 1925;

Berkeley Homes Lease means the lease of part of Crown Court dated 29 January 2001 entered into between Harrods Property Limited (1) and Berkeley Homes (West London) Limited (2);

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;

Collateral Warranties means those warranties referred to in the Assignment of Collateral Warranties as defined in the Facility 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;

Headlease means any lease or underlease out of which the Borrower derives its interest in a Property;

Investments means the existing or future interest of the relevant person in:

- (a) any stocks, shares bonds, units or any form of loan or other capital of or in any legal entity;
 - (b) any warrant or other right to acquire any such investment,
- in each case, including any income, offer, right or benefit in respect of any such investment;

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;

Licences means each and all of the grants, authorities, licences, quotas and certificates now or in future attached to the Charged Assets and used in connection with them and/or related to the Development (or any other development);

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;

Relevant Contracts means each and all of:

- (a) the Property Monitoring Agreement;
 - (b) each contract in respect of any disposal of any Charged Asset;
 - (c) each Occupational Lease;
 - (d) the Licences;
 - (e) each Headlease;
 - (f) the Berkeley Homes Lease;
 - (g) the Tax Deed;
 - (h) any Hedging Arrangement;
 - (i) the Collateral Warranties; and
 - (j) all other agreements, in which the Borrower has an interest,
- in each case, including any guarantees or sureties entered into in respect of them;

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); and

Tax Deed means a tax deed from the Guarantors in a form approved by the Agent.

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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
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block lettering

Company Number

5985365

Name of Company

* delete if
inappropriate

Featurecode 2

Limited*

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

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

The deed further provides:

4.5 Restriction

The Borrower authorises the Security Trustee to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the Charges Register (or its conveyancer) or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer or one of its directors."

Schedule 1 The Property

A	
1.	<div data-bbox="161 898 384 931"><i>Harrods Store</i></div> <div data-bbox="403 898 1219 1055">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.</div>
2.	<div data-bbox="161 1084 384 1117"><i>Crown Court</i></div> <div data-bbox="403 1084 1219 1182">The former Knightsbridge Crown Court, Hans Crescent, Knightsbridge as the same is registered at the Land Registry with Title Absolute under title number BGL12893.</div>
3.	<div data-bbox="161 1211 384 1245"><i>Brompton Place</i></div> <div data-bbox="403 1211 1219 1279">Part of 13 Brompton Place, Kensington as the same is registered at the Land Registry with Title Absolute under title number BGL 53602.</div>
4.	<div data-bbox="161 1308 384 1341"><i>Osterley</i></div> <div data-bbox="403 1308 1219 1406">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.</div>
5.	<div data-bbox="161 1435 384 1469"><i>Trevor House</i></div> <div data-bbox="403 1435 1219 1462"></div>
	<div data-bbox="161 1491 384 1525"><i>Headlease</i></div> <div data-bbox="403 1491 1219 2096">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.</div>

Please complete
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black 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. 05985365

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th DECEMBER 2006 AND CREATED BY FEATURECODE 2 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 2nd JANUARY 2007.

[Handwritten signature]



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —