

MG02

Statement of satisfaction in full or in part of mortgage or charge


Companies House
for the record

☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in full
or in part of a fixed charge for a
company registered in Scotland. To
do this, please use form MG02s

SATURDAY



A35 13/03/2010 281
COMPANIES HOUSE

1 Company details

Company number 04017779
Company name in full FEATURECODE 2A HOLDINGS

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d 13 m 07 y 2004
Description PARENT DEBENTURE
Date of registration d 30 m 07 y 2004

* You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
* The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name NATIONAL WESTMINSTER BANK PLC
Address 135 BISHOPSGATE
LONDON
Postcode EC2M 3UR

Name
Address
Postcode
Name
Address
Postcode

Continuation page
Please use a continuation page if
you need to enter more details.

MG02

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

SEE ATTACHED

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6

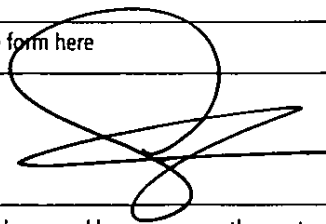
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of
the charge

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage any freehold or leasehold property now vested in the Company
- 2 By way of fixed charge each of the following including all right of enforcement of the same
 - 2 1 the Company's interest in any freehold or leasehold property acquired after the date of the Debenture,
 - 2 2 the Company's interest in the Sale Agreements, the Occupational Leases, the Licences, the Property Monitoring Agreement, the Headlease and any Hedging Arrangement, 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 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,

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

Signed Berwin Leighton Pinner Date 30/7/04

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 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.

2 4 all future easements and other rights at any time vested in, or conferred on, the Company in connection with or otherwise for the benefit of the Charged Assets;

2 5 all plant, materials, machinery, utensils, equipment, furnishings and furniture wherever situate now or in the future used or intended to be used on or in connection with the Charged Assets and/or any development and/or the Business,

2 6 the Manuals;

2 7 the Company's interest (whether as beneficiary or trustee) in any Trust,

2 8 the Investments,

2 9 the Company's 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"),

2 10 if applicable the Company's uncalled capital,

2 11 all the Company's right, title and interest in the Business including the present and future goodwill of the Business;

2 12 the present and future interest of the Company in the Licences and all rights now or in the future attaching to them and in all agreements now or in future entered into by the Company for the management and/or operation of the Business,

2 13 where the Company is (by virtue of an estate or interest in the Property) entitled to a share or shares in any residents or management company connected with the Property all such share or shares and all rights benefits and advantages at any time arising in respect of the same and the Company covenanted with the Security Trustee by way of fixed equitable charge that the Company will (if the Security Trustee so requires) transfer such share or shares to the Security Trustee as it may direct

3 By way of security assignment each of the following including all right of enforcement of the same

3 1 the Rents,

3 2 the Sales Proceeds,

3 3 the Company's interest in any bank accounts,

3 4 the Insurances,

3 5 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 any development and/or the Business 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;

3 6 all Causes of Action,

3 7 the Debts,

3 8 the monies payable to the Company under any Hedging Arrangement,

3 9 the benefit of any Compensation Payment, and

3 10 (to the extent they are not already assigned or charged by the other provisions of this clause) all the Company's estate, rights, title and interest in the Property and other Charged Assets

4 By way of floating charge

4 1 all the assets, property and undertaking of the Company both present and future, including all its goodwill and uncalled capital for the time being, and

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

4 2 the Movables

NOTES

1 The Debenture provides that the Security Trustee may at any time after an Event of Default (unless expressly waived) by written notice to the Company convert the floating charge created by the Debenture into a fixed charge as regards any property specified in the notice where, in the opinion of the Security Trustee, such property is at risk of becoming subject to any encumbrance or is otherwise in jeopardy

2 The Debenture provides that at any time on demand by the Security Trustee after an Event of Default (unless expressly waived), the Company shall procure an absolute assignment of the Relevant Contracts (as defined in the Facility Agreement)

3 The Debenture 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 Debenture and/or to facilitate or effect any dealing with the Charged Assets in accordance with the Debenture 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 the Debenture on any Charged Asset

4 The Debenture provides that save for any dealings permitted or not prohibited by the Facility Agreement in respect of the Charged Assets 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)

4 1 create or attempt or contract to create or suffer or permit to sublist, any Security Interest other than pursuant to the November 2000 Debenture over the Charged Assets 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 the Charged Assets remain subject to the security created by the Finance Documents provided that ordinary use of a Charged Asset generating no more than fair wear and tear or a disposal of a Charged Asset in accordance with the terms of the Facility Agreement shall not constitute a breach of the Debenture,

4 2 sell, convey, assign, release, exchange, set-off, compound, factor, discount, transfer, part with possession, enter into any sharing arrangement, exercise the powers of leasing, agreeing to lease or accepting surrenders of leases (whether conferred upon a mortgagor by any statute or otherwise) nor vary any Occupational Lease, nor make any other disposal or realisation of the Charged Assets or any interest in them, nor enter into any agreement to effect all or any of them, nor

4 3 Otherwise deal with, or dispose of, or contract or purport to do so, in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Finance Documents, nor suffer or permit any set-off or other third-party rights in respect of them to arise otherwise than at market value in the ordinary course of the Business

5 As regards any Rents and/or Debts specifically charged or intended to be specifically charged by the Debenture the Company shall

5 1 promptly and efficiently get in and realise such Rents and/or Debts in the ordinary course of its business,

5 2 (as the Agent may from time to time in its discretion require) in accordance with the Facility Agreement pay the proceeds of getting in and realising such Rents and/or Debts as the Agent may direct or any account or accounts as the Agent shall nominate from time to time,

5 3 not without the prior written approval of the Agent release, exchange, compound, set-off or grant time or indulgence in respect of any such Rents and/or Debts, and

5 4 without prejudice to the generality of note 4 1 above, not without the prior written approval of the Agent sell, factor, discount or otherwise deal with or dispose of all or any such Rents and/or Debts

6 At any time after making demand in accordance with clause 2 1 1 of the Debenture and

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

without further notice to the Company the Security Trustee, the Agent and/or the Lenders may combine or consolidate any accounts of the Company (or any other monies held by any of them to the account of the Company) of any nature and/or set-off or transfer any monies standing to the credit of any such accounts in or towards satisfaction of the Liabilities. The Security Trustee, the Agent and/or the Lenders may exercise its rights under this provision even where such monies have been deposited with any of them for a specific period and such period has not expired

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

7 The Debenture contains or incorporates the following definitions

"Agent" - The Royal Bank of Scotland plc (being the successor to National Westminster Bank plc) and its successors and assigns as agent for the purposes of the Facility Agreement,

"Amendment and Restatement Agreement" - the amendment and restatement agreement dated 13 July 2004 in relation to the Facility Agreement,

"Beneficiaries" - the Agent, the Security Trustee, the counterparty to any Hedging Arrangement and the Lenders,

"Berkeley Home Lease" - the agreement for lease (as amended by the Supplemental Agreements (as defined in the Facility Agreement) and any lease entered into pursuant to the agreement for lease) of a part of Crown Court dated 29 October 1999 entered into between Harrods Limited (1) Berkeley Homes (West London) Limited (2) and The Berkeley Group plc (3),

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

"Business" - the business of holding the shares of the Borrower carried on by the Company,

"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 Business, assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Debenture and the subject matter of each of them,

"Company" - Harrods Property Holdings Limited including its successors in title and assigns,

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

"Crown Court" - that part of the Knightsbridge Property referred to at paragraph 2 of schedule 2 of the Facility Agreement,

"Crown Court Works" - the demolition of the existing building whilst retaining part of the existing facade and the construction of a 7 storey top down basement constructed behind the retained facade and a shell and core standard residential/office development,

"Debts" - all book debts and other debts due to the Company in relation to the Business now or in the future including any sum due to the Company as a result of any order of the court under sections 238, 239 and/or 244 (or, if appropriate, sections 339, 340 and/or 343) and/or section 423 of the Insolvency Act 1986 and the Company's right to recover any VAT on any supplies made to it relating to the Charged Assets,

"Development" - the development of Crown Court and the tunnel running between Crown Court and the Harrods Store so as to provide office, distribution, food preparation, storage and residential space together with 41 car parking spaces linked to the residential space and a further 55 car parking spaces for use in conjunction with the commercial part of the development including for the avoidance of doubt the Tunnel Works and the Crown Court Works and the Fit Out Works,

"Event of Default" - any event specified in schedule 7 of the Facility Agreement (whether or not declared),

"Facility Agreement" - any agreement entered into by the Borrower 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

(thereby including the amendments made by the Amendment and Restatement Agreement),

"Fees Letter" - (1) the letter dated 15 November 2000 from the then Agent to the Borrower and countersigned by the Borrower setting out fees payable by the Borrower to the then Agent, and (2) the letter dated on the Effective Date (as defined in the Amendment and Restatement Agreement) from the Agent to the Borrower and countersigned by the Borrower setting out fees payable by the Borrower to the Agent;

"Finance Documents" - each and all of the Facility Agreement, the Security Documents, the Hedging Arrangement, the Fees Letter, the Amendment and Restatement Agreement and all other documents or instruments granted or created in favour or for the benefit of the Beneficiaries under the Facility Agreement and any other document so designated by the parties now or in the future,

"Fit Out Works" - the fitting out of Crown Court (excluding the premises to be demised under the Berkeley Homes Lease) for the commercial purposes of Harrods Limited following completion of the Crown Court Works,

"Harrods Intellectual Property" - the benefit of the copyright and rights in the nature of copyright in any plans, specifications and negatives prepared for or in connection with the Knightsbridge Property and/or the Development and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Knightsbridge Property or any plant, machinery or equipment on it and any implied licence in any such plans, specifications and negatives the copyright of which is not vested in Harrods Limited,

"Harrods Store" - that part of the Knightsbridge Property referred to at paragraph 1 of schedule 2 of the Facility Agreement,

"Headlease" - any lease or underlease under which the Company holds the Property,

"Hedging Arrangements" - 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,

"Insurances" - all insurances from time to time taken out in respect of the Charged Assets and/or any development (or any other development) and all buildings, structures, plant, machinery and equipment included in or on the Property and the Company's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them,

"Intellectual Property" - subject to clause 41.7 of the Facility Agreement, any existing or future rights of the Borrower and/or the Company in respect of any patent, patent application, copyright, trade mark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing and existing or future right of Harrods Limited in the Harrods Intellectual Property,

"Investments" - the existing or future interest of the Company in

(a) (in respect of the Company) 100,000 ordinary shares in the issued share capital of the Borrower;

(b) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity,

(c) any unit in any unit trust or similar scheme,

(d) any warrant or other right to acquire any such investment,

together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by the Debenture, any income, offer, right or benefit in respect of any such investment,

"Knightsbridge Property" - the property referred to in Schedule 1 below;

"Lenders" - the lenders listed in Schedule 1 part 1 of the Facility Agreement including their successors in title transferees and assigns in accordance with clause 32 of the Facility Agreement,

"Licences" - each and all of the grants, authorities, licences, quotas, certificates, justices and excise licences, music and dancing licences now or in future attached to the Charged Assets and/or pertaining to the conduct of the Business, or used in connection with it and/or related to any development,

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

"Manuals" - all manuals, operating instructions, guarantees, warranties, service or maintenance agreements or records or other agreements or undertakings relating to a development and/or the plant, machinery and equipment on the Property from time to time and, where appropriate such items belonging to third parties,

"Movables" - (except to the extent that they constitute Shop Fittings other than in the ownership of the Company) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Charged Assets and/or any development including all Manuals,

"November 2000 Debenture" - the debenture dated 15 November 2000 between the Company and Security Trustee,

"Occupational Leases" - each and all of the leases and/or agreements for lease and/or licences or other occupational interests subject to which the Company's interest in the Property is held now or in the future,

"Property" - the property charged by the Debenture now or in the future (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 Company,

"Property Monitoring Agreement" - the property monitoring agreement dated 15 November 2000 between DTZ Debenham Tie Leung (1) the Agent (2) the Security Trustee (3) Harrods Limited (4) the Borrower (5) and Harrods Holdings Limited (6) relating to the monitoring of the Property,

"Quantity Surveyor" - Franklin & Andrews or such other firm agreed between the Agent and the Borrower,

"Rents" - all rents and other sums payable under any Occupational Leases including all insurance rent, service charges and VAT (if any) payable on or in respect of them and all insurance monies payable in respect of their loss,

"Sale Agreements" - each and all of the agreements now or in the future in force for the sale or other disposal or realisation of the Property, including a sale by the grant of a lease at a premium, but excluding the grant of a lease at a full open market rent,

"Sale Proceeds" - all capital monies or other sums or other consideration payable in respect of the Sale Agreements (whether before, at or after completion) including any VAT (if any) payable on them,

"Security Documents" - each and all the documents referred to in schedule 3 of the Facility Agreement and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Security Trustee, the Agent and/or the Lenders under the Facility Agreement and any other document so designated by the parties now or in the future,

"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,

"Security Trustee" - National Westminster Bank plc including its successors and assigns,

"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 of or core services located in or on the Knightsbridge Property,

"Trust" - any trust or trust fund including any pension fund surplus,

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

"Tunnel Works" - construction of an independent structure to infill a light well within the Harrods Store together with the design and construction of a deep goods tunnel connecting the light well structure with Crown Court,

"VAT" - value added tax or any similar or substitute tax, and references to irrecoverable VAT shall be references to VAT which in the reasonable opinion of the Agent or the Beneficiaries as the case may be cannot be recovered from the relevant VAT authority whether by way of a repayment, credit or set-off of VAT or otherwise.

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

SCHEDULE 1

The Knightsbridge Property

Harrods Store

1 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

Crown Court

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

Brompton Place

3 13 Brompton Place, Kensington as is registered at the Land Registry with Title Absolute under title number BGL35954

Osterley

4 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

Trevor House

5 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 the Company (2) 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 the Company (1) and Harrods (UK) Limited (2) and by a deed of variation dated 20 November 2003 made between Harrods (UK) Limited (1) and the Company (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 the Company (2) granted for a term of 999 years from and including 15 November 2000 in the course of registration at the Land Registry with title number NGL830120

Not in Deed

MG02

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	COMPANY SECRETARY'S OFFICE				
Company name	HARRODS LIMITED				
Address	87 - 135 BROMPTON ROAD				
	KNIGHTSBRIDGE				
Post town	LONDON				
County/Region					
Postcode	S	W	1	X	7 X L
Country					
DX					
Telephone	020 7225 6829				



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk