

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)

Signed *Benwin Leighton*

Date *28th 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)

† 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 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

Please complete
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in black type, or
bold block lettering

Company Number

4017779

Name of Company

HARRODS PROPERTY HOLDINGS LIMITED

Limited*

* delete if
inappropriate

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

**Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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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 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 hereby covenants with the Security Trustee by way of fixed equitable charge that the Parent 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:

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;

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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

4017779

Name of Company

HARRODS PROPERTY HOLDINGS 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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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

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 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):

2.1 create or attempt or contract to create or suffer or permit to subsist, any Security Interest 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;

2.2 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

2.3 present a petition for an order of court for the appointment of an administrator of any company within the Harrods Group and will notify the Agent promptly on becoming aware that any other party proposes to present such a petition; nor

2.4 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.

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

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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

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Name of Company

HARRODS PROPERTY HOLDINGS 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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3.1 promptly and efficiently get in and realise such Rents and/or Debts in the ordinary course of its business;

3.2 (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;

3.3 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

3.4 without prejudice to the generality of note 2.1 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.

4. At any time after making demand in accordance with clause 2.1.1 of the Debenture and 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 clause even where such monies have been deposited with any of them for a specific period and such period has not expired.

5. 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;

"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 this deed and the subject matter of each of them;

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

"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 Borrower 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 Borrower's right to recover any VAT on any supplies made to it relating to the Charged Assets;

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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

4017779

Name of Company

HARRODS PROPERTY HOLDINGS

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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)

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

"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 this deed 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;

"Harrods Group" - as defined in the Facility Agreement (being Harrods Holdings Limited and all its subsidiaries from time to time);

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

"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;

"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" - as defined in the Facility Agreement (being 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 any existing or future right of Harrods Limited in the copyright and rights in the nature of copyright in any plans, specifications and negatives prepared for or in connection with the Property and/or the Development (as defined in the Facility Agreement, being the development of Knightsbridge Crown Court, Hans Crescent and the tunnel running between that building and the Harrods Store, Brompton Road, Kensington) and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the 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 Harrod Limited);

"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;

"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);

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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

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Name of Company

HARRODS PROPERTY HOLDINGS

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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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"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;

"Manuals" - all manuals, operating instructions, guarantees, warranties, service or maintenance agreements or records or other agreements or undertakings relating to an 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;

"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" - as defined in the Facility Agreement (being the the property monitoring agreement dated on or about 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);

"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 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

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

Continuation sheet No 6
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

4017779

Name of Company

HARRODS PROPERTY HOLDINGS 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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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 Property);

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

"VAT" - as defined in the Facility Agreement.

RH/N177/139/1358756

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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. 04017779

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PARENT DEBENTURE DATED THE 15th NOVEMBER 2000 AND CREATED BY HARRODS PROPERTY HOLDINGS 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.

VC
30.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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