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COMPANIES FORM No. 395
Particulars of a mortgage or charge

112936 | 26

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP131

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



00030209

Name of company

HARRODS LIMITED ("the Chargor")

*insert full name of Company

Date of creation of the charge

02 April 2008

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

Charge over building contracts/appointments and parent company guarantees ("the Charge")

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 (the "Security Trustee")
135 Bishopsgate, London 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
APRO/R0399 339 6414627 1

Time critical reference

For official Use
Mortgage Section

Post room

TUESDAY



LD3 *LOK11YWP* 237
15/04/2008
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

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

- 1 By way of fixed charge each of the following including all rights of enforcement of the same
 - 1 1 the Chargor's interest in the Construction Documents, and
 - 1 2 the Chargor's Intellectual Property related to the Construction Documents (which for the avoidance of doubt excludes any intellectual property rights or other rights relating to the trade name or trade mark "Harrods")
- 2 By way of security assignment each of the following including all rights of enforcement of the same
 - 2 1 the benefit of the copyright and similar rights vested in the Chargor in connection with the Property and/or the Development and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Property or any plant, machinery or equipment on it and (only so far as the Chargor is entitled to it) the implied licence of the Chargor in any such plans, specifications and negatives the copyright of which is not vested in the Chargor,
 - 2 2 all causes of action and other rights and remedies under the Construction Documents in which the Chargor has an interest, and
 - 2 3 the benefit of any monies paid or payable to the Chargor by way of compensation, endowment, gift, grant or otherwise insofar as they relate to the Charged Assets

Particulars as to commission allowance or discount (note 3)

N/A

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge (see Note 5)

Signed *Beavin Gighin Partner LLP* Date *11 April 2008*

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

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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

00030209

Name of Company

HARRODS LIMITED

* delete if
inappropriate

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
in black type, or
bold black
lettering

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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

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NOTES

1 The Charge contains a provision that the charges created under the Charge expressed to be fixed charges, shall only apply to the extent that they create fixed security

2 The Charge contains a provision that at any time after an Event of Default (unless expressly waived) the Chargor shall, on request of the Security Trustee, procure an absolute assignment of the Construction Documents

3 The Charge contains a provision that the Chargor shall execute and do at its own cost and in such form as reasonably required by the Security Trustee

3 1 such further additional mortgages, charges, assignments, transfers and conveyances, and

3 2 such assurances, deeds, documents, acts and things,

as the Security Trustee may reasonably require to perfect or protect the security created by the Charge and/or to facilitate or effect any dealing with the Charged Assets in connection with the Charge

4 The Charge contains or incorporates the following definitions

Agent means THE ROYAL BANK OF SCOTLAND PLC

Arranger means THE ROYAL BANK OF SCOTLAND PLC

B1 means AIT Property Holdings Limited, a company incorporated in Bermuda whose registered office is at 2 Church Street, Hamilton, Bermuda

Borrower means Harrods Property Limited (company number 5985365) (formerly known as Featurecode 2 Limited)

Borrower Party means any party to any of the Finance Documents other than the Finance Parties

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 the Charge and the subject matter of each of them

Construction Documents means each and all of the documents listed in schedule 2 below

Crown Court means that part of the Property referred to at paragraph 2 of schedule 1 below

Development means 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 (all as defined in the Facility Agreement)

Event of Default means any event or circumstance specified as such in the Facility Agreement (whether or not declared)

Facility Agreement means a facility agreement dated 15 December 2006 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

Finance Documents means each of the Facility Agreement, each Security Document, the Subordination Agreement, the Subordination Agreement (Pension Trustees), the Tax Deed, the Fees Letter, the Hedging Arrangement, the Call Option, the Property Monitoring Agreement, the Utilisation Request, each Accession Letter, each Transfer Certificate (all as defined in the Facility Agreement) any deed of accession to any such document and any other document so designated in writing by both the relevant Borrower Party and the Agent

Finance Parties means each of the Arranger, the Agent, the Hedging Counterparty, the Lenders and the Security Trustee

Harrods means Harrods Limited (company number 00030209) whose registered office is at 87/135 Brompton Road, London, SW1X 7XL

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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
legibly, preferably in
black type, or bold
block lettering

Company Number

00030209

Name of Company

HARRODS LIMITED

* delete if
inappropriate

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

Harrods Holdings means Harrods Holdings Limited (company number 01848143) whose registered office is at 87/135 Brompton Road, London, SW1X 7XL

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

Harrods Intellectual Property means 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 Property and/or the Development 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 Harrods

Harrods Property Limited means Harrods Property Limited (company number 4016505) whose registered office is at 87/135 Brompton Road, London SW1X 7XL

Harrods Store means that part of the Property referred to at paragraph 1 of schedule 1 below

Harrods UK means Harrods (UK) Limited (company number 01889348) whose registered office is at 87/135 Brompton Road, London SW1X 7XL

Hedging Counterparty means THE ROYAL BANK OF SCOTLAND PLC

HPHL means Harrods Property Holding Limited (company number 0401779) whose registered office is at 87/135 Brompton Road, London, SW1X 7XL

Intellectual Property means subject to as otherwise provided in the Facility Agreement, any existing or future rights of the Borrower and/or the Parent 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 prepared for or in connection with the Property and/or the Development 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 the Borrower and/or the Parent 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 in the Harrods Intellectual Property

Lenders means

(a) any Original Lender, and

(b) any person which has become a Party in accordance with clause 26 (*Changes to the Finance Parties*) of the Facility Agreement, which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement

Obligor means each of the Borrower, the Parent, B1, Harrods Property Limited, HPHL, Harrods, Harrods UK and Harrods Holdings

Original Lender means The Royal Bank of Scotland plc

Osterley means that part of the Property referred to at paragraph 4 of Schedule 1

Parent means Harrods Property Holdings Limited (formerly known as Featurecode 2 Holdings Limited) registered in England and Wales with company number 5985333

Party means a party to the Facility Agreement

Property means each of the properties, the details of which are set out in paragraphs 1 to 5 of schedule 1 below but excluding (in respect of Harrods Store) any Shop Fittings and (in respect of the balance of the Property) the Trade Fixtures

Shop Fittings means 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 Harrods Store

Security Trustee means The Royal Bank of Scotland plc including its successors in title, permitted

Particulars of a mortgage or charge (continued)

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Please do not write
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company Number

00030209

Name of Company

HARRODS LIMITED

* delete if
inappropriate

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

assigns and permitted transferees

Trade Fixtures means such tenants or trade fixtures employed in the business carried on at the relevant Property but excluding for the avoidance of doubt windows, lifts, escalators, the mezzanine floor at Osterley and other items the removal of which would affect the structural integrity of or core services located in or on the relevant Property

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

Schedule 1

A		
1	<i>Harrods Store</i>	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
2	<i>Crown Court</i>	The former Knightsbridge Crown Court, Hans Crescent, Knightsbridge as the same is registered at the Land Registry with Title Absolute under title number BGL12893
3	<i>Brompton Place</i>	Part of 13 Brompton Place, Kensington as the same is registered at the Land Registry with Title Absolute under title number BGL 53602
4	<i>Osterley</i>	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
5	<i>Trevor House</i>	
	Headlease	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
B Occupational Leases		
6	<i>Harrods Store, Crown Court and Trevor House</i>	The lease dated 5 December 2006 of the Harrods Store, Crown Court and Trevor House for a term of 35 years between Harrods Property Limited (1) and Harrods (2)
7	<i>Brompton Place</i>	The lease dated 5 December 2006 of Brompton Place for a term of 35 years between Harrods Property Limited (1) and Harrods (2)
8	<i>Osterley</i>	The lease dated 5 December 2006 of Osterley for a term of 35 years between Harrods Property Limited (1) and Harrods (2)

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Particulars of a mortgage or charge (continued)

Please do not write
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Continuation sheet No 4
to Form No 395 and 410 (Scot)

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

Company Number

00030209

* delete if
inappropriate

Name of Company

HARRODS

Limited*

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

Schedule 2
Construction Contracts

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

Date	Document	Parties	Works and Property
29 10 1998	Building Contract	(1) Harrods Limited (2) Kvaerner Construction Limited	Lightwell & tunnel works
29 10 1998	Parent Company Guarantee	(1) Kvaerner Construction Group Limited (2) Harrods Limited	Lightwell & tunnel works
05 11 2000	Consultant Appointment	(1) Harrods Limited (2) WSP South Limited	Lightwell & tunnel works
05 11 2000	Consultant Appointment	(1) Harrods Limited (2) Woods Hardwick Limited	Lightwell & tunnel works
24 11 2000	Consultant Appointment	(1) Harrods Limited (2) Lehr Associates Consulting Engineers	Lightwell & tunnel works
06 11 2000	Consultant Appointment	(1) Harrods Limited (2) Griffiths Cleator	Lightwell & tunnel works
	Consultant Appointment	(1) Harrods Limited (2) Franklin & Andrews	Lightwell & tunnel works
29 10 1998	Building Contract	(1) Harrods Limited (2) Kvaerner Construction Limited	Redevelopment of Knightsbridge Crown Court
29 10 1998	Parent Company Guarantee	(1) Harrods Limited (2) Kvaerner Construction Group Limited	Redevelopment of Knightsbridge Crown Court
10 01 00	Consultant Appointment	(1) Harrods Limited (2) WSP South Limited	Redevelopment of Knightsbridge Crown Court
10 01 00	Consultant Appointment	(1) Harrods Limited (2) ML Design Group Limited	Redevelopment of Knightsbridge Crown Court
20 10 2000	Consultant Appointment	(1) Harrods Limited (2) Lehr Associates	Redevelopment of Knightsbridge Crown Court
11 04 2001	Consultant Appointment	(1) Harrods Limited (2) Franklin & Andrews	Fit-out works at Knightsbridge Crown Court



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 30209
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER BUILDING
CONTRACTS/APPOINTMENTS AND PARENT COMPANY
GUARANTEES DATED 2 APRIL 2008 AND CREATED BY
HARRODS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO 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 15 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2008



Companies House
— for the record —

DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES