



COMPANIES FORM No. 395

# Particulars of a mortgage or charge

# 395

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Pursuant to section 395 of the Companies Act 1985

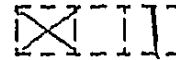
M23

Please complete  
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in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number



00676533

Name of company

HARRODS INTERNATIONAL LIMITED

\* insert full name  
of company

Date of creation of the charge

30th April, 1993

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

A guarantee and debenture (the "Guarantee and Debenture") dated 30th April, 1993, made between Harrods International Limited (the "Chargor") (1) and Samuel Montagu & Co. Limited as trustee for the Beneficiaries (the "Trustee" and reference thereto shall include reference to any successor, transferee or assignee of the said Trustee) (2)

Amount secured by the mortgage or charge

All actual, contingent, present and/or future obligations and liabilities of the Chargor to such of the Beneficiaries pursuant to or in respect of (including any liability in respect of further advances made thereunder) such of the Finance Documents as shall be determined in accordance with the Trust Agreement (the "Secured Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

SAMUEL MONTAGU & CO. LIMITED (as Trustee)

10 LOWER THAMES STREET, LONDON

Postcode EC2B 6AF

Presentor's name address and  
reference (if any):

Clifford Chance,  
200 Aldersgate Street,  
London, EC1A 4JJ

Ref. SXDJ/SP/50044/04663/PT

Time critical reference

For official Use  
Mortgage Section

14 MAY 1993

Post room



17/5  
18 MAY 1993

Short particulars of all the property mortgaged or charged

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in black type, or  
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1. In the Guarantee and Debenture, the Chargor, as beneficial owner, charged in favour of the Trustee as trustee for the Beneficiaries:

- (a) by way of first legal mortgage the Real Property, being the property listed at Attachment 1 below, together with the Fixtures thereon, and including the whole or any part or parts thereof, and the Shares and the proceeds of sale thereof;
- (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immoveable property as at 30th April, 1993 or at any time during the continuance of the security belonging to the Chargor (other than the Real Property) and the proceeds of sale thereof and all Fixtures from time to time on any such property belonging to or charged to the Chargor;
- (c) by way of fixed charge all plant and machinery (other than Fixtures) owned by the Chargor both as at 30th April, 1993 and future;

Particulars as to commission allowance or discount (note 3)

Signed

*Clifford Chance*

Date

*11 May 1993*

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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

00676533

\*delete if  
inappropriate

Name of company

HARRODS INTERNATIONAL LIMITED

Limited\*

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

## Definitions

"Agreements" means (severally):

- (i) all Agreements for Lease;
- (ii) all Agreements for Sale;
- (iii) all Interest Rate Protection Agreements;

"Agreements for Lease" means (severally) all agreements, contracts, options or undertakings, whether as at 30th April, 1993 or thereafter in existence for or relating to the creation of any estate interest or right in or over the Property or any part thereof (including without limitation any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Property);

"Agreements for Sale" means (severally) all agreements, contracts or options as at 30th April, 1993 or thereafter to come into existence for or in relation to the assignment, transfer or disposal by way of sale of the whole or any part of the Property or any estate or interest therein or under which any capital sum is or is to be derived from the Property or any part thereof;

"Beneficiaries" means:

- (i) the Trustee,
- (ii) Samuel Montagu & Co. Limited as agent for Midland Bank plc, Credit Suisse, Deutsche Bank A.G., London Branch, Dresdner Bank A.G., London Branch, The Royal Bank of Scotland plc, The Governor and Company of the Bank of Scotland, Generale Bank, Banque Nationale de Paris, London Branch, Credit Lyonnais, Société Générale and The Toronto-Dominion Bank (the "Initial Creditors") or as agent in any designating instrument and each transferee of any such agent;
- (iii) the Initial Creditors; and
- (iv) each person named as an additional creditor in any designating instrument or a transferee thereof who executes and delivers an accession undertaking (the "Additional Creditors")

and each transferee of any of the Creditors (or in the case of any of the above, its successors in title);

"Charged Property" means the property, assets and income of the Chargor mortgaged, assigned or charged to the Trustee (whether by way of legal mortgage, legal or equitable assignment, fixed or floating charge) by or pursuant to the Guarantee and Debenture and each and every part thereof;

"Creditors" means the Initial Creditors and the Additional Creditors and each transferee of any of the Creditors;

"Disposal" means a sale or other disposal (including by way of lease or otherwise) of all or any part of the shareholdings, undertaking, assets or property of any member of the Group whether by one transaction or a series of transactions;

"Encumbrance" means any mortgage, charge, assignment for the purposes of security, pledge, lien, rights of set off, arrangements for retention of title to goods, or hypothecation or trust arrangement which has, or would have, the effect of, granting security or other security interests of any kind whatsoever or any agreement, whether expressed to be conditional or otherwise, to create any of the same;

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**Field**

2

Page 3

- (d) by way of fixed charge all book and other debts as at 30th April, 1993 or at any time thereafter due or owing to the Chargor together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof (the "Debts") and all bank accounts (if any) held by the Chargor with the Trustee;
- (e) by way of fixed charge all rights and claims to which the Chargor is at 30th April, 1993 or may thereafter become entitled in relation to all monies as at 30th April, 1993 or thereafter standing to the credit of any bank accounts opened or maintained with the Trustee together with all rights relating or attaching thereto (including the right to interest);
- (f) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital (other than the Shares and shares in Mallett plc, Radio Clyde Holdings plc, M&I Gay Limited, House of Fraser Trustees Limited, Harrods Trustees Limited and shares in any company incorporated outside of England and Wales and outside of Scotland beneficially owned by the Chargor and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or after 30th April, 1993 belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (g) by way of fixed charge the goodwill of the Chargor and its uncalled capital as at 30th April, 1993 or at any time thereafter in existence; and
- (h) by way of fixed charge all Intellectual Property.

2.1 The Chargor, as beneficial owner, assigned to the Trustee as trustee for the Beneficiaries all the Chargor's right, title and interest present and future:

- (a) (save where (and then only to the extent that) the same would be prohibited by or inconsistent with the insurance arrangements under any Headlease or Occupational Lease) in and to the Insurances being all insurances from time to time effected by the Chargor in respect of any of the Charged Property, including without limitation the benefit of all rights arising thereunder and all rights to prosecute in the name of the Chargor and any third party in respect of any breaches of the same or any rights arising and the benefit of all sums received or receivable in such;
- (b) in and to all rights to which the Chargor is now or may hereafter become entitled in respect of the proceeds of any order of the Court made pursuant to Section 238(3), 239(3) or 244 of the Insolvency Act 1986; and
- (c) in and to any Interest Rate Protection Agreement now belonging to the Chargor and all the Chargor's rights or remedies as at 30th April, 1993 or thereafter in existence arising thereunder.

2.2 The Chargor, as beneficial owner, assigned in equity in favour of the Trustee as trustee for the Beneficiaries all its right, title and interest in:

Please do not  
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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company number

00676533

Name of company

HARRODS INTERNATIONAL LIMITED

Limited\*

\*delete if  
inappropriate

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

**"Event of Default"** means any of the events, however described, specified in any of the following agreements:

- (i) the £235,000,000 syndicated revolving credit facility agreement dated 30th April, 1993 between House of Fraser Limited, Samuel Montagu & Co. Limited as agent and the financial institutions named in the First Schedule thereto (the **"House of Fraser Facility Agreement"**);
- (ii) the loan facility agreement dated 18th April 1988, outstanding at 30th April, 1993 in the principal amount of £375,000,000 between House of Fraser Holdings plc, Samuel Montagu & Co. Limited as agent and the financial institutions named in the First Schedule thereto (the **"Holdings Facility Agreement"**);
- (iii) the loan facility agreement dated 19th April 1988, outstanding at the 30th April, 1993 in the principal amount of £40,600,000 between House of Fraser Property Investments plc, Samuel Montagu & Co. Limited as agent and the financial institutions named in the First Schedule thereto and in relation to which certain of the financial institutions named in Part 3 of the First Schedule to the Guarantee and Debenture have assumed an additional aggregate participation in the amount of £19,967,171.05 by way of novation (the **"House of Fraser Facility Agreement"**);

as an event upon the occurrence of which any of the Creditors, (or their agent on their behalf) becomes entitled to call for early repayment of all or any of the sums owing to such Creditor(s) under any of the Finance Documents;

**"Facility Agreements"** means the House of Fraser Facility Agreement, the Holdings Facility Agreement, the House of Fraser Facility Agreement, the £12,000,000 overdraft and related working capital facility agreement of 30th April, 1993 between House of Fraser Limited and Midland Bank plc (the figure of £12,000,000 including the maximum net exposure permitted thereunder as at the date hereof in respect of foreign exchange facilities), the £5,000,000 overdraft and related working capital facility agreement of 30th April, 1993 between House of Fraser Limited and Clydesdale Bank PLC and the £650,000 overdraft agreement in place at 30th April, 1993 between House of Fraser Holdings plc and The Royal Bank of Scotland plc;

**"Finance Documents"** means the Trust Agreement made between Samuel Montagu & Co. Limited and Others, dated 30th April, 1993, each of the Security Documents and the Facility Agreements and in relation to an Additional Creditor means this Agreement and the documents or agreements under which (or which evidence the terms of contracts, whether or not in writing, under which) indebtedness owed by one or more Obligor to such Additional Creditor arises (as specified in the appropriate designating instrument) and (in either case) any other documents or agreements which are related thereto, and **"Finance Document"** means any one of such documents;

**"Fixtures"** includes all buildings, erections and structures at any time on or in the course of construction on the Property and/or the Real Property and includes all fixtures, fittings, plant, machinery, equipment, installations and apparatus now and from time to time in or on or belonging to any Property and which belong to the Chargor;

**"Group"** means House of Fraser Holdings plc and its subsidiaries;

**"Headlease"** means any lease, tenancy or licence or agreement for any of the same under which the Chargor holds or acquires any Property;

**"Intellectual Property"** means the Chargor's interest in the trade and service marks and trade and business names Harrods and House of Fraser in any part of the world including applications for any of the foregoing and rights to apply for them in any part of the world and including the registered trade and service mark and applications therefor at any time belonging to the Chargor;

**"Interest Rate Protection Agreement"** means each Interest Rate Protection Agreement entered into by the Chargor pursuant to the Finance Documents;

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

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- (a) the benefit of (severally) any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents as at 30th April, 1993 or thereafter entered into by or given to the Chargor in respect of the Property and all documents now or after 30th April, 1993 in existence necessary to enable the Trustee to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Chargor under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to the Chargor thereunder) and all the Chargor's rights or remedies as at 30th April, 1993 or thereafter in existence arising thereunder;
- (b) the benefit of the Agreements (other than an Interest Rate Protection Agreement) and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such agreements payable to the Chargor thereunder and all the Chargor's rights or remedies as at 30th April, 1993 or thereafter in existence arising thereunder;
- (c) the benefit of all covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any Occupational Lease or to any licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral to any Occupational Lease and of all guarantees or indemnities in any of the aforesaid;
- (d) the benefit of all rights and claims to which the Chargor as at 30th April, 1993 or may thereafter become entitled in relation to the Property is (including those against all persons who as at 30th April, 1993 or may at any time be in occupation of the Real Property under any Occupational Lease and all guarantors and sureties for the obligations of such persons);
- (e) the benefit of all guarantees, warranties and representations given or made now or after 30th April, 1993 by and any rights or remedies against all or any of the designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures;
- (f) all present or future banking accounts of the Chargor situate in any jurisdiction (other than any accounts opened or maintained with the Trustee) and any and all monies from time to time standing to the credit thereof and all rights relating or attaching thereto (including the right to interest);
- (g) all chattels as at 30th April, 1993 or at any time thereafter held, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- (h) the benefit of all present and future licences held in connection with the business carried on upon the Property or any part thereof and also the right to recover and receive all compensation which may at any time become payable to the Chargor under the Licensing Act 1964; and
- (i) the benefit of any Interest Rate Protection Agreement from time to time belonging to the Chargor other than that assigned in the manner described in Paragraph 2.1 above and all the Chargor's rights or remedies arising thereunder.

3.1 The Chargor, as beneficial owner charged in favour of the Trustee as trustee for the Beneficiaries by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets situated in and governed by the law of England and Wales and which are from time to time or for the time being effectively mortgaged or charged to the Trustee by way of fixed charge or effectively assigned (whether at law or in equity) to the Trustee in the manner described in Paragraphs 1 and 2 above or otherwise pursuant to this Guarantee and Debenture

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

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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

Company number

00676533

Name of company

HARRODS INTERNATIONAL LIMITED

Limited\*

\*delete if  
inappropriate

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

**"Majority Beneficiaries"** means Beneficiaries whose Outstanding Amounts at the relevant time amount in aggregate to more than 66⅔% of the sum of the Outstanding Amounts of all the Beneficiaries, as determined by the Trustee;

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**"Obligors"** means House of Fraser Property Investments plc, House of Fraser Limited, House of Fraser Holdings plc, the Chargor, Harrods Limited or House of Fraser (Stores) Limited (the "Initial Obligors") and any such person who shall have become a party to the Trust Agreement pursuant to Clause 8.3 thereof;

**"Occupational Lease"** means (severally) any lease, underlease, sub-lease, tenancy or licence, agreement, option, occupation agreement or any other document or agreement for any of the same to which any Property held or acquired by the Chargor is or becomes subject;

**"Outstanding Amounts"** at any time in relation to a Beneficiary means all amounts which are owing, actually or contingently, at such time by the Obligors to such Beneficiary under the Finance Documents in respect of principal whether or not due. Provided that such Outstanding Amounts of any of Midland Bank plc, Clydesdale Bank PLC, Royal Bank of Scotland and any Additional Creditor for which no agent is specified in the relevant designating instrument and/or their transferees shall for the purposes of the definition of Majority Beneficiaries be zero;

**"Property"** means (severally) the Real Property and any other freehold leasehold heritable or other immoveable property or estate or interest whatsoever in land as at 30th April, 1993 or thereafter belonging to the Chargor together with the Fixtures thereon and references to the Property shall be taken to include references to the whole or any part or parts of any property comprised therein at any time;

**"Receiver"** means an administrative receiver or a receiver appointed pursuant to the provisions of this Guarantee and Debenture or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager;

**"Security Documents"** means the Trust Agreement and any other document entered into on 30th April, 1993 or from time to time by any of the Obligors by which such Obligor undertakes a liability to the Trustee as trustee for the Beneficiaries in respect of any of the Secured Obligations by way of guarantee or indemnity or otherwise or which creates or evidences a security interest in favour of the Trustee as trustee for the Beneficiaries over any of the assets of such Obligor as security for any of the Secured Obligations or as security for the obligations of such Obligor under any guarantee and indemnity given or granted by such Obligor in respect of any of the Secured Obligations or creates or evidences any right or interest related thereto, or any document whereby the indebtedness owed by any Obligor to any person is subordinated to some or all of the Secured Obligations;

**"Shares"** means the shares (if any) owned by the Chargor at 30th April, 1993 and issued to it or to nominees on its behalf including all its right, title and interest to such shares together with any substituted or additional shares or other securities and further including all allotments, accretions, offers voting or other rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all stocks, shares, rights, money or property accruing thereto or offered at any time by way of conversion, redemption, bonus preference, option or otherwise in respect thereof; and

**"Trust Agreement"** means the Trust Agreement dated 30th April, 1993 between Samuel Montagu & Co. Limited as Trustee, Samuel Montagu & Co. Limited as agent for a syndicate of banks, Samuel Montagu & Co. Limited as for a second syndicate of banks, Samuel Montagu & Co. Limited as agent for a third syndicate of banks, the Initial Creditors and the Initial Obligors.

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

Provided always that, save only in respect of any property and assets situated in and governed by the law of England and Wales and effectively charged by way of fixed charge or assignment as aforesaid, the floating charge hereby created shall extend to all assets and property governed by the law of or situated in any jurisdiction and nothing contained in Clause 5 of the Guarantee and Debenture as described in this Paragraph 3 shall take effect so as to exclude such property and assets from such floating charge. (The undertaking property and assets being charged by way of floating charge being hereinafter collectively referred to as the "Floating Charge Property").

3.2 The floating charge constituted as described in Paragraph 3.1 above shall rank in priority after any standard security or other fixed security granted in favour of the Trustee as trustee for the Beneficiaries under the laws of any jurisdiction.

**Note:**

At Clause 8.1 of the Guarantee and Debenture the Chargor undertook with the Trustee that without the prior written consent of the Trustee it would not nor would it agree or purport to:

- (a) create or permit to subsist any Encumbrance whether ranking in priority to or *pari passu* with or after the mortgages, assignments and the fixed and floating charges created by the Guarantee and Debenture or any other security created by the Guarantee and Debenture save to the extent permitted or required under the Finance Documents; or
- (b) allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof and the reasonable costs incurred by the Trustee of lodging from time to time a caution against registration of the title to such property (if unregistered) or any part thereof shall be an expense properly incurred in relation to this security; or
- (c) execute or agree to execute any conveyance, transfer, lease or assignment of all or any part of the Charged Property; or
- (d) dispose or agree to dispose of, or create or agree to create, any legal or equitable estate or interest in or over, or relating to the enjoyment of, all or any part of the Charged Property or grant or agree to grant any licence or consent, whether expressly or by conduct, for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which any of the Charged Property may from time to time be subject and the Chargor will procure that no person shall without the prior written consent of the Trustee become entitled to assert any proprietary interest or right over, or which may affect the value of, any of the Charged Property; or
- (e) exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy or licence of or relating to all or any part of the Charged Property or accept or agree to accept a surrender, cancellation, assignment, charge or any other disposal of any lease, tenancy, licence, credit sale agreement or hire purchase agreement thereof or relating thereto or, unless commercially prudent so to do, acting reasonably, agree to vary the provisions of any lease, tenancy or licence thereof or relating thereto; or
- (f) allow any person any licence or other right to use, occupy or share possession of all or any part of the Charged Property if as a result a relationship of landlord and tenant is thereby created;

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

Continuation sheet No 4  
to Form No 395 and 410 (Scot)

Please complete  
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bold block lettering

Company number

00676533

Name of company

HARRODS INTERNATIONAL LIMITED

Limited\*

\*delete if  
inappropriate

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

**PROVIDED THAT** the provisions of Clause 8.1 of the Guarantee and Debenture shall not prevent the Chargor from:

- (g) making or agreeing to make any Disposal permitted or contemplated by the Finance Documents; or
- (h) granting a concession, franchise or licence for occupation for retail purposes of part of the Real Property on terms whereby the occupier does not obtain security of tenure and on such other terms as may be usual for the grant of concession, franchises or licences by business comparable with the Chargor's.

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**Note Further:**

By Clause 9.1 of the Guarantee and Debenture the Chargor agreed that it should from time to time to the extent it may lawfully do so, at the request of the Trustee and at the Chargor's cost, do any act or execute in favour of the Trustee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges or other documents as in any such case the Trustee shall stipulate over the Chargor's estate or interest in any property or assets of whatsoever nature or tenure and wheresoever situate other than Intellectual Property, for the purpose of:

- (a) the perfection of the security constituted by the Guarantee and Debenture or intended to be constituted;
- (b) the better realisation of the security constituted by the Guarantee and Debenture or intended to be constituted insofar as it relates to property and assets situated in and governed by a law other than of England and Wales;
- (c) the exercise or more effective exercise of the powers, authorities, discretions, rights and remedies vested in the Trustee or any Receiver appointed under the Guarantee and Debenture insofar as they relate to property and assets situated in and governed by a law other than of England and Wales.

**PROVIDED THAT**

- (a) unless and until an Event of Default shall have occurred and it is subsequently required to do so by the Trustee acting on the instructions of the Majority Beneficiaries the Chargor shall be under no obligation to grant to the Trustee any fixed security over any of its property or assets which are and are intended to be charged only by way of floating charge other than in circumstances set out in Clause 11 of the Guarantee and Debenture where the floating charge has crystallised in whole or in part; and
- (b) unless and until an Event of Default shall have occurred (where such Event of Default has not been remedied or waived) the Trustee shall not request the Chargor to give any notice of any assignment as is specified in Clause 4.2 of the Guarantee and Debenture without being required to do so by the Majority Beneficiaries.

Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, charges or other documents shall be in such form as the Trustee shall stipulate and may contain provisions such as are contained in the Guarantee and Debenture or provisions to the like effect and/or such other provisions of whatsoever kind as the Trustee shall consider requisite for the perfection of the security constituted (or intended to be constituted) by or pursuant to the Guarantee and Debenture. The obligations of the Chargor under Clause 9 of the Guarantee and Debenture shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of section 76(1)(c) of the Law of Property Act 1925.

**Attachment 1**

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FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 30th APRIL 1993  
and created by HARRODS INTERNATIONAL LIMITED

for securing all moneys due or to become due from the Company to SAMUEL  
MONTAGU & CO. LIMITED AS TRUSTEE FOR THE BENEFICIARIES (AS THEREIN  
DEFINED) PURSUANT TO OR IN RESPECT OF SUCH OF THE FINANCE DOCUMENTS AS  
DEFINED IN THE TRUST AGREEMENT OF EVEN DATE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 14th MAY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 19th MAY 1993

No. 676533

*P. Jones*  
P. JONES

an authorised officer

C.69

*in C*  
*19/5*  
*5-7*

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COMPANIES FORM No. 403a

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

403a

57520

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



00676533

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

Name of company

\* Harrods International Limited

\* Insert full name  
of company

I, SUSAN JERMAN

of 87-135 BROMPTON ROAD KNIGHTSBRIDGE LONDON SW1X 7XL

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full][part]‡

Date and Description of charge‡ 30/04/93 Guarantee and Debenture

Date of Registrations 14/05/93

Name and address of [chargee][trustee for the debenture holders] Samuel Montagu & Co. Limited  
10 Lower Thames Street London EC3R 6AE

Short particulars of property charged§ the company's undertaking and assets, present  
and future

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.

Declared at DEBENHAM & CO.  
20 HANS ROAD  
KNIGHTSBRIDGE  
LONDON SW3 1RT

Declarant to sign below

the 25<sup>th</sup> day of April  
one thousand nine hundred and ninety four  
before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

Presentor's name address and  
reference (if any):

Herbert Smith  
Exchange House  
Primrose Street  
LONDON EC2A 2HS

For official Use

Mortgage Section

Post room

RECEIVED

- 6 MAY 1994

