



COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

M193

395

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

To the Registrar of Companies

For official use Company number

1011

1889348

Name of company

*

HOUSE OF FRASER PROPERTY INVESTMENT PLC

Date of creation of the charge

21st April 1988

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All monies and liabilities whether actual or contingent (including without limitation principal interest fees commission and expenses which now are or at any time hereafter may be or become due or owing by the Mortgagor to the Agent or the financial institutions ("the Banks") referred to in the First Schedule to a facility agreement ("the Facility Agreement") dated 19th April 1988 between the Mortgagor (1) the Agent (2) and the Banks (3) under the Facility Agreement or any of the Finance Documents (as defined in the Facility Agreement) or otherwise as mentioned in the Legal Charge

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

Samuel Montagu & Co. Limited (as Agent for the Banks)
10 Lower Thames Street, London

Postcode

EC3R 6AE

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

Clifford Chance,
Blackfriars House
19 New Bridge Street
London EC4V 6BY
Ref: MPB.2170/NMRJ
Tel: 01 353 0211

Time critical reference

For official use
Mortgage section

Post room

REGISTERED

25 APR 1988



Particulars of all the property mortgaged or charged

Please do not write in this margin

A. Legal Mortgage of 63-97 Kensington High Street London W8 registered at H.M. Land Registry under title number LN 182169 and all buildings trade and other fixtures fixed plant and machinery from time to time thereon belonging to the Mortgagor

B. Assignment of:-

1. All that the benefit of any Guarantees given at any time in respect of the payment of any rent reserved by or performance and observance of any Tenants covenants contained in any Leases to which the mortgaged property is for the time being subject;

2. All that the benefit of all rights and claims for the Mortgagor against any person who at any time is or may have become a tenant of the mortgaged property;

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Clifford CL

Date

22nd

April 1988

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.)

Particulars of a mortgage or charge
(continued)

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

1889348

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

Name of company

HOUSE OF FRASER PROPERTY INVESTMENT PLC

-Limited*-

*Delete if
inappropriate

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

Please do not
write in this
margin

Please complete
legibly, preferably
in black type,
bold block letters

3. The benefit of whatever right title and interest (if any) the Mortgagor may have in all guarantees warranties and representations given or made by and any rights and remedies against all or any of the Architects Quantity Surveyors and Consulting Engineers now or at any time engaged by the Mortgagor or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the mortgaged property and any other person firm or company now or from time to time under contract with or under a duty to the Mortgagor including (without limitation) the right to prosecute in the name of the Mortgagor any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any said buildings or to the quality or fitness for use of such plant and machinery fixtures fittings and other items howsoever and the benefit of all sums recovered in any proceedings against all or any such persons;

4. All that the benefit of an Option Agreement dated 21st April 1988 made between the Mortgagor (1) and House of Fraser plc (2)

N.B. The Legal Charge contains an undertaking on the part of the Mortgagor with the Agent that at no time during the existence of the security created by the Legal Charge will the Mortgagor otherwise than in favour of the Agent or with the prior written consent of the Agent and in accordance with and subject to any conditions which the Agent may attach to such consent or as permitted under the Facility Agreement create grant extend or permit to subsist any mortgage or other fixed security or any floating charge or any pledge hypothecation or lien (other than a lien arising by operation of law) or other security interest of any kind on or over the mortgaged property



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 21st April 1988 and created by HOUSE OF FRASER PROPERTY INVESTMENT PLC for securing all moneys due or to become due from the Company to Samuel Montagu & Co. Limited (as Agent for the Banks) under the terms of the Facility Agreement dated 19th April 1988 and this Legal Charge

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 25th April 1988

Given under my hand at the Companies Registration Office,
Cardiff the - 3 MAY 1988

No. 1989249

M. A. SMITH

an authorised officer

Certificate and instrument received by

..... 21c

..... 25

Date 23/5