

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

For official use

Company number

1889348

Name of company

* Harrods (UK) Limited (the "Chargor")

Date of creation of the charge

29 May 2002

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

Legal charge made between Harrods (UK) Limited (1) and The Governor and Company of The Bank of Scotland (2) (the "Legal Charge")

Amount secured by the mortgage or charge

"Secured Liabilities" means:

(a) all or any of the present or future, actual or contingent obligations or liabilities (including principal, interest, fees, costs and expenses) of the Principal Debtor to the Beneficiaries under any Finance Document; and

(b) all liabilities of the Chargor under the Legal Charge.

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

The Governor and Company of the Bank of Scotland operating through its office at 4th Floor, New Ubertior House, 11 Earl Grey Street, Edinburgh (the "Agent")

Postcode EH3 9BN

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

Taylor Joynson Garrett
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

Ref: AGS

Time critical reference
AGS020612A.395

For official Use
Mortgage Section

Post room



LD5 #LCE
COMPANIES HOUSE

0150
17/06/02

Short particulars of all the property mortgaged or charged

Please see the attached schedule

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)

Nil

Signed

Taj L Joy - Garrett

Date 12 June 2002

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 CF14 3UZ

SCHEDULE – Short particulars of all the property charged

1. Definitions

In the Legal Charge the expressions "**Event of Default**" and "**Finance Documents**" have the meanings assigned to them in the loan agreement dated 6 September 2001 between the Principal Debtor (1), The Governor and Company of the Bank of Scotland and the Royal Bank of Scotland PLC (the "**Banks**") (2) and the Agent (3), (the "**Loan Agreement**") and:

"Agreement for Lease" means any agreement for lease entered into by the Chargor (in its capacity as a nominee for the Principal Debtor) in respect of any part of the Property;

"Beneficiaries" means each of the Agent, the Banks and any Bank in its capacity as counterparty to a hedging agreement entered into pursuant to the Loan Agreement;

"Charged Property" means all property mortgaged, charged or assigned by the Legal Charge;

"Depository" means the part of the Property demised by the lease referred to in paragraph (a) of the "Harrods Leases" definition;

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien (save as arising in the ordinary course of business and by operation of law), any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and lease back or sale and repurchase agreement) having or intended to have a similar effect;

"Harrods Leases" means:

- (a) the lease dated 4 September 2001 made between the Chargor and Harrods Property Limited in respect of the part of the Property comprising the lower basement, basement and part of the ground floor of Trevor House;
- (b) the Underlease; and
- (c) the Signage Lease;

"Lease" means any lease, underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly;

"Permitted Encumbrance" means:

- (a) any Encumbrance in favour of the Agent; and
- (b) any floating charge where the chargee has entered in a deed of priority with the Agent regulating the priority of security granted by the Chargor over the Charged Property (in a form satisfactory to the Agent);

"Principal Debtor" means Crown Dilmun (Harrods Place) Limited (Jersey company number 80325);

"Property" means the freehold property details of which are set out in schedule 3 of the Legal Charge as being all that freehold property being part of Montpelier Mews, London SW7 as the same is registered at H.M. Land Registry under title number NGL800206;

"Rent" means, in respect of the Property or any part thereof, all rent and other income payments or sums payable to the Principal Debtor or the Chargor by any lessee, tenant, licensee or other occupier of the Property or part thereof including any surety for the same but not including:

- (a) Service Charges or any Value Added Tax payable on any of the above; or
- (b) any amounts payable under the Underlease and the Signage Lease;

"Sale Proceeds" means 100% of the gross proceeds (less Value Added Tax and legal and selling agents fees agreed in writing in advance by the Agent) of sale (including any premium in respect of the grant of a Lease) or of any other dealings in any interest in all or any part of the Property receivable by it in its capacity as legal owner of the freehold interest in the Property;

"Service Charges" means any service charges payable by any lessee, tenant, licensee or other occupier of any Property pursuant to the terms of any Lease or any tenancy or licence or other arrangement (but excluding the Underlease), including but not limited to costs of maintenance, lighting, cleaning, heating, insurance and promotion fund contributions and premiums and other sums and Value Added Tax thereon;

"Signage Lease" means the lease dated 8 February 2001 between the Chargor and Harrods Limited in respect of the "Harrods" sign on the wall of the Depository;

"Underlease" means the lease dated 4 September 2001 made between Harrods Property Limited and Harrods Limited in respect of the Depository; and

"Value Added Tax" means value added tax or any other tax substituted for that tax or in respect of supplies, turnover or value added sales.

2. Fixed Security

Under the Legal Charge, as continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charges to the Agent as trustee for the Beneficiaries:
 - (i) by way of first legal mortgage the freehold interest in the Property;
 - (ii) by way of first fixed charge its interest in any existing and future proceeds of any insurance of any Charged Property and in any Sale Proceeds; and
- (b) assigns to the Agent as trustee for the Beneficiaries its interest in and the benefit of:
 - (i) any Agreement for Lease;

- (ii) the Rent, Service Charges and Value Added Tax (which, for the avoidance of doubt, does not include any amounts receivable under the Underlease); and
- (iii) any guarantee or security for the performance of any Agreement for Lease or for the payment of any Rent, Service Charges and Value Added Tax,

provided that if any of the above is expressed to be non-assignable then the Chargor charges to the Agent as trustee for the Beneficiaries by way of fixed charge its interest in and the benefit of it.

3. Negative Covenants

The Chargor will not except with the prior written consent of the Agent or as permitted under the Loan Agreement:

- (a) sell, transfer, lease or otherwise dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any Charged Property; or
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property save for a Permitted Encumbrance.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01889348

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 29th MAY 2002 AND CREATED BY HARRODS (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JUNE 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Postcard