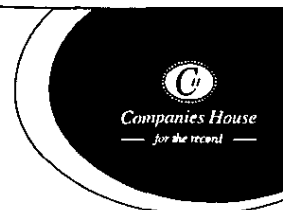


MG02

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



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to re-
a statement of satisfaction in
or in part of a fixed charge for
company registered in Scotland
do this, please use form MG0

SATURDAY



A35 13/03/2010 274

COMPANIES HOUSE

1 Company details

Company number **04016505**
Company name in full **FEATURECODE 2A**

Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created **15 11 2000**
Description **DEBENTURE**
Date of registration **28 11 2000**

**You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'**
**The date of registration may be
confirmed from the certificate**

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name **NATIONAL WESTMINSTER BANK PLC**
Address **54 FLOOR JUND COURT**
24 PRESCOT STREET, LONDON
Postcode **E1 8BB**
Name
Address
Postcode
Name
Address
Postcode

Continuation page
Please use a continuation page if
you need to enter more details

MG02

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

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

SEE ATTACHED

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6

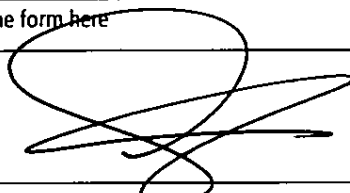
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of
the charge

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage·
1 1 the Property, and
1 2 any other freehold or leasehold property now vested in the Company
- 2 By way of fixed charge each of the following including all rights 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 Building Contract, the Professional Contracts, the General Development Documents, the Sale Agreements, the Occupational Leases, the Licences, the Property Monitoring Agreement, the Headlease, the Berkeley Homes Lease, the Tax Deed, the Guarantee 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 Berwin 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

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 rights, 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;

3 By way of security assignment.

3 1 the Rents,
3 2 the Sale Proceeds,
3 3 the 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,
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 the Debenture) 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

THE SCHEDULE

1 Freehold land being land and buildings known as Harrods Stores 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 HM Land Registry with Title Absolute under title number BGL5852

2 The former Knightsbridge Crown Court, Hans Crescent, Knightsbridge as the same is registered at HM Land Registry with Title Absolute under title number BGL12893.

3 Part of 13 Brompton Place, Kensington shown edged red on the plan attached to the Brompton Place Transfer as the same forms part of the land registered at HM Land Registry with Title Possessory under title number BGL5849.

4 The freehold land being land to the North-East of Syon Lane, Osterley as the same is registered at HM Land Registry with Title Absolute under title number NGL533912

5 Part 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 15 November 2000 made between Harrods (UK) Limited (1) and the Company (2).

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

NOTES

1 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) .

1 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 other than the Property 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,

1 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
1 3 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 Debenture, 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.

2 The Debenture provides that the Company shall execute and do at its own cost and in such form as reasonably required by the Security Trustee such further additional mortgages, fixed or floating charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Security Trustee may reasonably require to perfect or protect the security created by the Debenture and/or to facilitate or effect any dealing with the Charged Assets in accordance with the Debenture including service of any notice of assignment (and procuring receipt of that notice) and affixing or indorsing (as appropriate) notice of the security intended by the Debenture on any Charged Asset

3 The Debenture contains a covenant that the Company shall (a) upon the Company entering into any General Development Document not existing at the date of the Debenture; and/or (b) upon the grant of a new Headlease of Trevor House to the Company pursuant to the landlord's break clause in the Headlease of Trevor House dated on or around 15 November 2000, promptly execute and deliver to the Security Trustee a legal mortgage of the new Headlease of Trevor House or a fixed charge or assignment (as appropriate) over such General Development Agreement on such terms as the Security Trustee may reasonably require.

4 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

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

5 1 promptly and efficiently get in and realise such Rents and/or Debts in the ordinary course of its business;

5 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 into the Proceeds Account or any account or accounts as the Agent shall nominate from time to time;

5 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

5 4 without prejudice to the generality of the provision in note 1 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

6 The Debenture provides that 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 provision even where such monies have been deposited with any of them for a specific period and such period has not expired

7 In this form the following definitions apply.

"Accounts" - as defined in the Facility Agreement (being various accounts of the Company with National Westminster Bank plc opened for the purposes of the Facility Agreement),

"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);

"Berkeley Homes Lease" - as defined in the Facility Agreement (being the agreement for lease of part of Crown Court in favour of Berkeley Homes (West London) Limited),

"Building Contract" - as defined in the Facility Agreement (being various contracts relating to the development of Crown Court and the tunnel running between Crown Court and the Harrods Store ("the Development")),

"Business" - as defined in the Facility Agreement (being the business 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 of the Company, assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Debenture 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;

"Crown Court" - the property described in paragraph 2 of the Schedule above,

"Debts" - as defined in the Facility Agreement,

"Event of Default" - as defined in the Facility Agreement,
"Facility Agreement" - any agreement entered into by the Company 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 the Debenture 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;

"General Development Documents" - as defined in the Facility Agreement (being the contracts and professional appointments listed in Schedule 11 of the Facility Agreement and each and every other contract, appointment, bond, guarantee, collateral warranty or other document relating to or given in respect of any alteration or development of the Property (other than the Development) now or in the future),

"Guarantee" - as defined in the Facility Agreement (being the guarantee dated on or about 15 November 2000 between Harrods Holdings Limited, Harrods Limited, Harrods International Limited, Harrods UK Limited and Harrods Property Holdings Limited (together "the Guarantors") (1) the Security Trustee (2) and the Company (3));

"Harrods Store" - the property described in paragraph 1 of the Schedule above;

"Head Lease" - as defined in the Facility Agreement (being the lease referred to in paragraph 5 of the Schedule above);

"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" - as defined in the Facility Agreement (being all insurances from time to time taken out in respect of the Charged Assets and/or the construction of the 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 Company and/or Harrods Property Holdings Limited 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 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 Limited);

"Investments" - the existing or future interest of the Company in (a) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity, (b) any unit in any unit trust or similar scheme, (c) 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 this deed, 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),

"Licences" - as defined in the Facility Agreement (being 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 of the Company and/or Harrods Property Holdings Limited, or used in

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

connection with it and/or related to the Development (or any other development)),

"Manuals" - as defined in the Facility Agreement (being all manuals, operating instructions, guarantees, warranties, service or maintenance agreements or records or other agreements or undertakings relating to the Development and/or the Property and/or the plant, machinery and equipment on the Property from time to time including those specifically referred to in the Facility Agreement, but excluding such other items if they belong to third parties and are not within the control of any Obligor (as defined in the Facility Agreement)),

"Movables" - all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, computers, vehicles, tools, implements, utensils and all other chattels and items necessary in connection with the running and maintenance of the Property or (except to the extent that they belong to Harrods Limited including for the avoidance of doubt Shop Fittings belonging to Harrods Limited) otherwise used or intended to be used in connection with the Charged Assets and/or any development;

"Occupational Leases" - as defined in the Facility Agreement (being each and all of the leases and/or agreements for lease and/or licences or other occupational interests to which the Company's interest in the Property is subject now or in the future including the leases referred to at paragraphs 6 to 10 of schedule 2 of the Facility Agreement and further including any guarantee and rent deposit arrangements entered into under the terms of any of them),

"Proceeds Account" - as defined in the Facility Agreement (being the account of the Company opened with National Westminster Bank plc (account no 90358287) for the purpose of holding the Sale Proceeds (when received), the Rents, the Debts and any VAT recoveries),

"Professional Contracts" - as defined in the Facility Agreement (being each and all of the contracts of appointment now or in the future with architects, surveyors, quantity surveyors, mechanical and electrical engineers, structural or other engineers or other professional advisers in respect of the Development, including the engagements of the Professional Team (as defined in the Facility Agreement) and all guarantees relating to the performance of all or any of those contracts);

"Property" - the property details of which are set out in the schedule above (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 Parent (being defined in the Facility Agreement as Harrods Property Holdings Limited),

"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 Company (5) and Harrods Holdings Limited (6) relating to the monitoring of the Property),

"Relevant Contracts" - as defined in the Facility Agreement;

"Rents" - as defined in the Facility Agreement (being all rents and other sums payable under any Occupational Leases or the Berkeley Homes Lease 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 (but excluding any premium or overage payment payable under the Berkeley Homes Lease which is payable to Harrods Limited));

"Sale Agreements" - as defined in the Facility Agreement (being 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" - as defined in the Facility Agreement (being 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 (but excluding any premium or overage payment payable under the Berkeley Homes Lease which is payable to Harrods Limited)),

"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 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);

"Tax Deed" - as defined in the Facility Agreement (being the tax deed from the Guarantors in a form approved by the Agent);

"Trevor House" - as defined in the Facility Agreement (being the property referred to in paragraph 5 of the Schedule above);


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


"VAT" - as defined in the Facility Agreement.



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


MG02

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

| | |
|--|----------------------------|
|  Presenter information | |
| You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record. | |
| Contact name | COMPANY SECRETARY'S OFFICE |
| Company name | HARRODS LIMITED |
| Address | |
| 87-135 BROMPTON ROAD | |
| KNIGHTSBRIDGE | |
| Post town | |
| LONDON | |
| Country/Region | |
| Postcode | SW1X 7XL |
| Country | |
| DX | |
| Telephone | |
| 020 7225 6829 | |

| |
|---|
|  Checklist |
| We may return forms completed incorrectly or with information missing |
| Please make sure you have remembered the following |
| <input type="checkbox"/> The company name and number match the information held on the public Register |
| <input type="checkbox"/> You have completed the charge details in Section 2 |
| <input type="checkbox"/> You have completed the name and address of the chargee, or trustee for the debenture holders |
| <input type="checkbox"/> You have completed the short particulars of the property mortgaged or charged |
| <input type="checkbox"/> You have confirmed whether the charge is to be satisfied in full or in part |
| <input type="checkbox"/> You have signed the form |

| |
|---|
|  Important information |
| Please note that all information on this form will appear on the public record |
|  Where to send |
| You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below |
| For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff |
| For companies registered in Scotland The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post) |
| For companies registered in Northern Ireland The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS DX 481 N R Belfast 1 |

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|---|
|  Further information |
| For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk |
| This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk |