

Particulars of a mortgage or charge

395

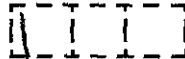
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



5985365

Name of company

* Featurecode 2 Limited (the "Chargor")

Date of creation of the charge

15 December 2006

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

Debenture between the Chargor and Harrods Group Trustees Limited (the "Chargee") dated 15 December 2006 (the "Debenture")

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 Harrods Holdings Limited or the Chargor to the Chargee under the Funding Agreement, the Definitive Trust Deed and Rules of the Harrods Group Pension Plan or statute or the Debenture 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 (the "Liabilities").

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

Harrods Group Trustees Limited (Company number 0353351), whose registered office is at 87-135 Brompton Road, Knightsbridge, London.

Postcode SW1X 7XL

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

Nabarro Nathanson

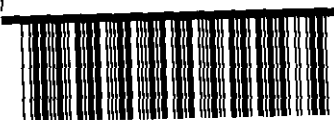
Lacon House
Theobald's Road
London
WC1X 8RW

H2588/00015 Doc: 52317052

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

307
20/12/2006

Please see attached rider

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

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Signed

Nabur Nathan

Date

20 December 2006

On behalf of [company] ~~XXXXXXXXXXXX~~ †

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

395 Rider

Company: Featurecode 2 Limited

Company Number 5985365

Short Particulars of all the property mortgaged or charged

The Provisions of the Debenture are subject to the terms of the Deed of Subordination

1. SECURITY

1.1 General

All the security created under the Debenture was created in favour of the Chargee as continuing security for the payment and discharge of the Liabilities with full title guarantee.

1.2 Mortgage

The Chargor charged by way of legal mortgage:

- (a) the Property; and
- (b) any other freehold or leasehold property now vested in the Chargor.

1.3 Fixed charge

The Chargor charged by way of a fixed charge each of the following including all rights of enforcement of the same:

- (a) its interest in any freehold or leasehold property acquired after the date of the Debenture;
- (b) all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property and all guarantees and warranties in respect of any of them;
- (c) all easements, licences and other rights relating to a Property in which it has an interest; and
- (d) any insurances relating to the Property.

2. FURTHER ASSURANCE

2.1 The Chargor agreed to execute and do at its own cost and in such form as reasonably required by the Chargee:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Chargee 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 connection with the Debenture.

3. **NEGATIVE PLEDGE**

- 3.1 Without the prior written consent of the Chargee and except for the Permitted Security, the Chargor undertook not to create or permit to subsist any Security Interest over any of the Charged Assets.

4. **DISPOSALS**

- 4.1 Without the prior written consent of the Chargee, the Chargor undertook not to sell, lease, transfer or otherwise dispose of the Charged Assets.

Definitions

“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 Debenture and the subject matter of each of them;

“Deed of Subordination” means the subordination agreement dated on or about the date of the Debenture between the Chargor as debtor, the Chargee (as subordinated creditor therein) and The Royal Bank of Scotland PLC;

“Definitive Trust Deed and Rules of the Harrods Group Pension Plan” means the Definitive Trust Deed and Rules of the Harrods Group Pension Plan dated 19 January 1998 between Harrods Holdings Limited and Harrods Group Trustees Limited, as amended from time to time;

“Funding Agreement” means the agreement dated 15 December 2006 between the Chargor and Harrods Holdings Limited;

“Harrods Store” means that part of the Property referred to at paragraph 1 of the Schedule to this Rider;

“Permitted Security” means a debenture on or about the date of the Debenture made between the Chargor and The Royal Bank of Scotland PLC;

“Property” means each of the properties, the details of which are set out in paragraphs 1 to 5 of the Schedule to this rider but excluding (in respect of Harrods Store) any Shop Fittings and (in respect of the balance of the Property) the Trade Fixtures;

“Security Interest” means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset;

“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; and

“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.

**Schedule
Properties**

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)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05985365

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th DECEMBER 2006 AND CREATED BY FEATURECODE 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND HARRODS HOLDINGS LIMITED TO HARRODS GROUP TRUSTEES LIMITED ON ANY ACCOUNT WHATSOEVER 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 20th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th DECEMBER 2006.

A handwritten signature in black ink, appearing to be 'f. b.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES